

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks and Recreation Director, 954 97-1151

PREPARED BY: Dennis Andresky, Parks and Recreation Director, 954 97-1151

SUBJECT: Resolution

AFFECTED DISTRICT: Town Wide

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: TERMINATION - A RESOLUTION OF THE TOWN OF DAVIE FLORIDA PROVIDING FOR THE TERMINATION OF FOUR SCHOOL BOARD OF BROWARD COUNTY FACILITY LEASE AGREEMENTS AS LISTED IN ATTACHMENT "A" AND AUTHORIZING THE TOWN ADMINISTRATOR TO PROCESS TERMINATION OF THE AGREEMENTS.

REPORT IN BRIEF: The Town has four facility lease agreements with the School Board of Broward County which allow for use of certain School Board property for Town public recreational purposes. The factors leading up to the recommendation to terminate the agreements are: expansion of the Town's park system, budgetary requirements to reduce operational and maintenance costs, low public use of the sites and no use of the sites for the Town's sports programs. The Town has made site improvements at the park at the Flamingo Elementary School, Bill Gessner Sports Complex and Nova High School sites and will seek prorated reimbursement of the improvement costs as is allowed for in the applicable agreement. Attachment "A" lists each agreement and the projected cost savings that will occur from termination. Approval of this resolution will allow for official cancellation/termination of the agreements.

PREVIOUS ACTIONS: N/A

CONCURRENCES: Town Attorney opinion on process to follow for termination of the agreements
Control number 08-1108.

FISCAL IMPACT: Yes

Has request been budgeted? n/a

Additional Comments: Termination of the agreements will provide the Town a saving of \$100,000.00 per year.

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Attachment “A”, Town Attorney Letter, Lease Agreements

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE FLORIDA PROVIDING FOR THE TERMINATION OF FOUR SCHOOL BOARD OF BROWARD COUNTY FACILITY LEASE AGREEMENTS AS LISTED IN ATTACHMENT "A" AND AUTHORIZING THE TOWN ADMINISTRATOR TO PROCESS TERMINATION OF THE AGREEMENTS

WHEREAS, the Town entered into several site use agreements with the School Board of Broward County for use of certain School Board property for public park purposes, and

WHEREAS, as a result of the expansion of the Town's park system, use of the sites is no longer needed for the Town to provide desired public park service levels, and

WHEREAS, termination of the agreements will provide a significant reduction of park area and facility operation and maintenance expense as listed in Attachment "A", and

WHEREAS, after consideration, the Town Council of the Town of Davie desires to authorize the Town Administrator to terminate said agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Town Administrator to process the termination of the School Board of Broward County Agreements as listed in Attachment "A."

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2009

ER
ATTEST:

MAYOR/COUNCILMEMB

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2009

**ATTACHMENT
"A"**

Agreement Information	Annual Electrical Expense	Annual Maintenance Expense	Annual Staffing Expense
Bill Gessner Sports Complex 7099 SW 39th Street, Davie Resolution R-75-26 Term 8/21/75 to 8/21/2015 120 Day Cancellation Notice Town Improvements \$242,373	\$5,000	\$20,000	None
Western High School 1200 SW 136 Avenue, Davie Resolution R-83-59 Term 7/11/1983 to 7/11/2023 90 Day Cancellation Notice Town Improvements	\$6,500	\$3,000	\$28,000 On site Park Ranger
Western High School 1200 SW 136 Avenue, Davie and Nova High School 3600 College Avenue, Davie Resolution R-2001-73 Term 6/19/2001 to 6/19/2021 180 Day Termination Notice Town Improvements WHS \$85,000 Town Improvements NHS \$255,000	\$12,000	No Town Costs	Listed above No Town Costs
Flamingo Elementry School 1130 SW 133 Avenue Resolution R-96-183 Resolution R-95-199 Term 8/15/95 to 8/15/2035 90 Day Cancellation Notice	\$1,500	\$15,000	\$8,500 Park Ranger Costs
Site Expense Subtotals	\$25,000	\$38,000	\$36,500
Projected Savings			
Electric Service Expense	\$25,000		
Public Works Maintenance Expense	<u>\$38,000</u>		
Total Projected Savings	\$63,000		

1. The Construction Division of SBBC has advised staff of their intent to expand the Davie Elementary School site into Gessner Sports Complex for a parking and basketball court area. This improvement will reduce the athletic field area at the park.
2. The area of use at WHS has been renovated by the SBBC. The outdoor basketball, tennis and racquet ball court areas no longer exist.
3. The area of use at Flamingo Park has been renovated by the SBBC. The combination baseball/soccer field area no longer exists.
4. The Park Ranger time listed is needed for Town park and trail opening, patrolling and closing.



OFFICE OF THE TOWN ATTORNEY
JOHN RAYSON

2400 EAST OAKLAND PARK BLVD. #200 • FORT LAUDERDALE • FLORIDA 33306
PHONE: 954.566.8855 • FAX: 954.566.8902
E-MAIL: JOHN_RAYSON@DAVIE-FL.GOV

December 2, 2008

Dennis Andresky
Parks and Recreations Director
Town of Davie
6591 Orange Drive
Davie, FL 33141

RE: School Board of Broward County-Town of Davie
Facilities Lease Agreements
Control #08-2008-1108

Dear Dennis:

Thank you for your request for a legal opinion regarding the numerous lease agreements, amendments and resolutions of Town Council dating as far back as 1975 in the case of Gessner Sports Complex. You have posed several questions:

A. Who from the Town should notice the School Board of the Towns desire to terminate the agreements? B. What is the Town's liability of any for cost reimbursements under the agreements in light of the notice from the School Board of Davie Elementary school expansion by the Broward County School Board which will render the parks unusable for Town Sports Programs. C. What occurs on termination and improvement cost reimbursement where the agreements are unclear?

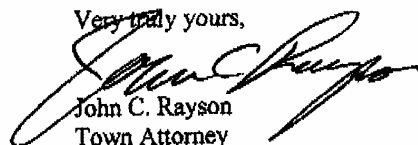
In preparation for this opinion I was supplied and have reviewed the following documents. 1. Town Resolution R-96-36, the Town of Davie-Board of Broward County license agreement dated 02-07-96, and list of equipment provided by Broward Community College. 2. "The Gessner" lease agreement between Broward County School Board and Town of Davie to use part of Nova High school yards for recreation for 40 years in exchange for maintenance and improvements. In this agreement the Broward County School Board has the right to cancel on 120 days notice but no similar right to cancel is conferred on the Town of Davie. 3. Resolution R-96-183 amending the lease between the Broward County School Board and Davie for the use of the Flamingo Elementary School site and the amendment. 4. Resolution R-95-199 accepting a 40 year lease on Flamingo Elementary Site and the lease with a 90 day cancellation right of the School Board. Interestingly section 6 (b) refers to the Towns option to cancel the lease it may remove improvements but not sod or landscaping or the Town may sell improvements to the Board. 5. In 1999 the 1995 lease was cancelled and a new 40 year agreement with a "mutual only" cancellation clause. As respects the Boys and Girls Clubs property the provisions to cancel is 90 days written notice by the board or the Town for any portion of the leased property.

6. In 2001, the School Board of Broward County and the Town of Davie entered into an agreement for lease of recreational facilities on 180 days written notice. 7. In 2003, there was a second amendment to the reciprocal lease agreement with the Town of Davie which authorized the School Board to fund \$314,627.00 of improvements at Nova High School to be built by the Town and paid for by the School Board.

As outlined hereinabove the different leases carry different cancellation upon written notice provisions. One has 90 days, another 120, two others 180. As to who from the Town should notice the School Board, in my opinion it should be done by Resolution of the Town Council, followed by a letter from the Town Administrator. It appears that the School Board may purchase the improvements made by the Town for an agreed upon amount or that the Town can remove the improvements. Although the Gessner lease only gives the School Board of Broward County a 120 day right to cancel I am reading this as a mutual right to cancel under mutuality of obligations, provisions of general contract law.

Thank you for your request for a legal opinion in this matter. Kindly call me should you have any questions.

Very truly yours,



John C. Rayson
Town Attorney

JCR/sr
Enclosures

*Gesner Sports Complex
SBBC Site Lease 8/21/1975*

RESOLUTION NO. R-75-26

A RESOLUTION AUTHORIZING THE
TOWN OF DAVIE, FLORIDA, TO
ENTER INTO A LEASE AGREEMENT
BETWEEN THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA, AND
THE TOWN OF DAVIE, FLORIDA.

WHEREAS, the School Board of Broward County, Florida, is the controlling body of the public schools of Broward County, Florida, and does own and operate a certain school known as Nova High School Site (#1281); and

WHEREAS, by reason of the heavy demands existing in the Town as a result of the increase of the population of school children, the School Board of Broward County is required to expend all of the available money for the operation of classrooms and thus is greatly limited in funds which can be made available for the development and improvement of the school grounds as parks and well-equipped playgrounds; and

WHEREAS, it is the purpose and policy of the Town of Davie to develop, operate, and maintain parks and community recreational facilities, and

WHEREAS, the Town of Davie is willing to expend certain funds for the equipping and improving of a portion of the school grounds to be used for park and playground purposes in conjunction with the School Board of Broward County, Florida. NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. That the Town Council of the Town of Davie authorizes acceptance of that certain Lease Agreement between the School Board of Broward County and the Town of Davie, copy of Lease Agreement is attached hereto, marked Exhibit "A", and made a part hereof by reference.

SECTION 2. The Town Council of the Town of Davie understands that this Lease Agreement contemplates a Lease of forty (40) years from the date of execution at a yearly rental of One Dollar (\$1.00) per year

payable to the School Board of Broward County on the yearly anniversary of this Lease Agreement.

SECTION 3. That the Town Council of the Town of Davie authorizes the Mayor of the Town of Davie, J. Merle Henderson, to execute on behalf of the Town of Davie that certain Lease Agreement attached hereto as Exhibit "A".

SECTION 4. The effective date of the Lease Agreement between the School Board of Broward County and the Town of Davie shall be the day of , 19

SECTION 5. That this Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 20TH day of AUGUST ,
1975.

ATTEST:

MAYOR

TOWN CLERK

APPROVED THIS 20 TH DAY OF AUGUST, 1975.

AGENDA ITEM

D-3

EXHIBIT "C"

LEASE AGREEMENT

APR 17 1996

ENCLOSURE

a-8

THIS AGREEMENT, made and entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "Board", and the Town of Davie, a political subdivision of the State of Florida, hereinafter referred to as the "Town."

WITNESSETH

WHEREAS, the Board is the controlling body of the Public Schools of Broward County, Florida and does own and operate a certain school known as Nova High School Site (#1281); and

WHEREAS, by reason of the heavy demands existing in the Town as a result of the increase of the population of school children, the Board is required to expend all of the available money for the operation of classrooms and thus is greatly limited in funds which can be made available for the development and improvement of the school grounds as parks and well-equipped playgrounds; and

WHEREAS, it is the purpose and policy of the Town to develop, operate and maintain parks and community recreational facilities; and

WHEREAS, the Town is willing to expend certain funds for the equipping and improving of a portion of the school grounds to be used for park and playground purposes in conjunction with the Board; and

WHEREAS, the Board and the Town believe that such an arrangement will be of mutual benefit to all parties and will fill a great need in that area of the community and that cooperation between the parties hereto will result in great benefit to the citizens of the County of Broward;

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Board does hereby lease to the Town the area shown on the sketch attached hereto and made a part hereof as presented by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, under the terms and conditions hereinafter set forth.

2. The term for which the Town leases said premises is forty (40) years from the date of this lease, at a yearly rental of \$1.00 per year, payable to the Board on the yearly anniversary of this lease. It is specifically understood and agreed that by mutual agreement of the parties hereto, the term of this lease may be shortened or extended, subject to the provisions of Paragraph 5 hereinafter set forth.

3. The uses and purpose to which the Town shall put said premises shall be for playground and recreational purposes available to the citizens of the area. The facilities herein leased are to be used strictly for recreational purposes and no advertising or food concessions, or the renting of same, shall be permitted unless specifically approved by the Board in writing.

4. The use of said premises by the Town shall be limited and restricted so as not to conflict in any way with the use of said property by the Board in its Public Education Program, and the use of said property by the Town shall at all times be in compliance with the laws of the

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MAY 1 1996

TOWN OF DAVIE
SERVICES

APR 17 1996

ENCLOSURE A-2

including but not limited to baseball diamonds, buildings, lights, etc. (other than as shown on the attached sketch) shall first be approved in writing by the Board, it being intended that the Board shall have absolute control over the location of any recreational facilities before they are placed on the leased premises. Any facilities placed on said leased premises without the prior written approval of the Board as to location shall immediately be removed or relocated within ten days of written demand by the Board.

5. The Town agrees to take such action within its discretion is proper for a playground area on the premises above described, subject, however, to the power and authority of the Board upon 120 days' written notice to the Town to cancel this lease as to any designated area which the Board determines is needed exclusively for school building purposes or for any other school purposes. The Board's determination in this regard shall be conclusively binding upon all parties.

6. It is specifically agreed between the parties hereto that at any time the Board desires to cancel and/or terminate this entire lease, it shall have the conclusive right to do so, provided, however, that in the event the Board so elects, the Town shall be given 120 days' written notice prior thereto, and in the event of cancellation, the Board shall reimburse the Town for the then remaining value of the Town installed recreational facilities.

In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the Board; one selected by the Town; and the third selected by the two appraisers so appointed.

In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the Board shall pay, in the event it desires to cancel and/or terminate this lease as aforesaid.

7. It shall be the responsibility of the Town to keep the recreational building and grounds herein leased in a clean and sanitary condition, and the Town agrees to clean up the premises after each and every event it sponsors. The Board shall be allowed to use the recreational building during the school day when school is in operation and at all other times when same is not in use by the Town.

8. This entire area will be under the control of the Board during the hours the school on the property adjacent to the leased area is in session. During off-school hours, when the leased area is officially open by the Town, control and use of the area will be under the jurisdiction of the Town.

9. The upkeep and maintenance of all areas herein leased by the Board to the Town shall be borne by the Town, and the Town agrees at all times to keep the areas herein leased and the equipment placed on said areas properly maintained.

10. The Town agrees to relieve the Board from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the Town in failing to supply proper supervision of the areas herein leased while so used by the Town, and the Town further agrees to hold the Board harmless and free from all responsibility as a result of any negligence of the Town in failing to properly maintain the equipment on the leased areas. The Town further agrees to have issued a liability insurance policy naming the Board as one of the insureds, with coverage of not less than \$100,000 per person with an aggregate of \$500,000 per accident, together with property damage in the sum of \$50,000.

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TOWN OF DAVIE
COMMUNITY SERVICES

11. At the end of the forty (40) year term of this lease, provided said lease has not been cancelled or terminated as provided for in Paragraph 6 hereof, the City shall have the right to remove all non-permanent recreational facilities supplied by them provided they restore and/or repair any damage to the property caused by said removal.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by the proper officials and under their corporate seals this 21st day of August 1975.

Signed, sealed and delivered
in the presence of:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Virginia Brooker

By:

Andrew P. Pinner
Chairman

As to the Board

Attest:

James J. McInerney
Secretary

Approved as to form:

Kevin L. Lee
School Board Attorney

TOWN OF DAVIE

Donna Lumpelt

By:

James E. Henderson

Martin H. Gray
As to the Town

Attest:

(SEAL)

AGENDA ITEM D-3

APR 17 1996

ENCLOSURE a-8

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TOWN OF DAVIE
COMMUNITY SERVICES



Administration 797-1030
Administrative Services 797-1020
Budget & Finance 797-1050
Community Services 797-1145
Development Services 797-2076

Engineering 797-1070
Fire Department 797-1090
Police Department 797-1200
Public Works 797-1240
Utilities 433-4000

TOWN OF DAVIE 6591 SW 45th Street, Davie, Florida 33314-3399

(305) 797-1000

March 4, 1996

Dr. Glen Rose
Provost, Broward Community College
3501 SW 64 Avenue
Davie, FL 33314

Dear Glen,

The School Board has approved the License Agreement between Davie Elementary, the Town of Davie and Broward Community College. I have enclosed a fully executed agreement for your files. We are making arrangements to pick up the materials from Broward Community College in the very near future. Thanks again for all of your support.

Sincerely,

Sharon Kent,
Community Services Director

AGENDA ITEM 0-3

APR 17 1996

ENCLOSURE a-8

RESOLUTION NO. R-96-36

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH BROWARD COMMUNITY COLLEGE AND THE BROWARD COUNTY SCHOOL BOARD

WHEREAS, the Town of Davie is desirous of providing recreational facilities for the residents; and

WHEREAS, the Town of Davie leased the property known as the Bill Gessner Sports Complex from the Broward County School Board in 1975, for a period of forty (40) years; and

WHEREAS, the Town of Davie is desirous of entering into a License Agreement with Broward Community College and the Broward County School Board for the colleges use of the Bill Gessner Sports Complex during non-conflicting hours of both the current lease agreement and the Town of Davie for a period of ten (10) years as described in Attachment "A"; and

WHEREAS, in exchange for the use of the Bill Gessner Sports Complex, Broward Community College will provide capital equipment and materials to the Town of Davie as listed in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

SECTION 1. The Town Council hereby authorizes the Mayor to enter into a License Agreement attached as Exhibit "A" with Broward Community College and the Broward County School Board.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 7th DAY OF February 1996

James M. Bush
MAYOR/COUNCILMEMBER

AGENDA ITEM 0-3

ATTEST:

[Signature]
TOWN CLERK

APR 17 1996

APPROVED THIS 7th DAY OF February 1996

ENCLOSURE 2-8

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TOWN OF DAVIE
COMMUNITY SERVICES

Exhibit "A"

LICENSE AGREEMENT

This Agreement made and entered into this 7th day of February, 1996, by and between Broward Community College Central Campus, (hereinafter referred to as "BCC"), and the Town of Davie, a municipal corporation, located in Broward County, Florida (hereinafter referred to as "DAVIE").

WHEREAS, the School Board of Broward County, Florida, leased unto Davie the Bill Gessner Sports Complex know as School Board site #1281, for a period of forty (40) years which commenced on August 21, 1975, said lease being for the purpose of establishing recreational facilities to be used by the community; and

WHEREAS, BCC is desirous of acquiring the license right to use the Bill Gessner Sports Complex for the Inter-Collegiate program during the remainder of the lease term and specifically on the one large field from 5:30 p.m. to 10 p.m. for approximately eleven (11) games, Monday through Friday and practices from 2:30 p.m. to 5:30 p.m. Monday through Friday. The intramural games will be scheduled at one of the Town's facilities by appointment.

WHEREAS, in exchange for the right to use said ballfields, BCC will provide capital equipment and materials to DAVIE as listed in Exhibit "A" attached hereto; and

WHEREAS, the School Board of Broward County, Florida, has agreed to this licensing agreement.

NOW, THEREFORE, based upon good and valuable considerations and mutual covenants contained herein, the parties do hereby agree as follows:

1. DAVIE does hereby grant to BCC a license to use the property described in Exhibit "B" attached hereto during the following times:
 - a. Monday through Friday, 5:30 p.m. 10:00 p.m. for approximately 11 inter-collegiate games on the one large field.
 - b. Monday through Friday, 2:30 p.m. to 5:30 p.m. for practice games on the one large field.
 - c. Intramural games will be scheduled by appointment at one of the Town's facilities.
2. The license is for a period of ten (10) years from the date of execution of this licensing agreement or upon termination of the underlying lease, whichever occurs first.
3. BCC agrees to abide by all the terms of the lease agreement, including but not limited to the time set forth in Paragraph Four of said lease, between DAVIE and the School Board of Broward County, Florida, a copy of said lease being attached hereto as Exhibit "C".

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TOWN OF DAVIE
COMMUNITY SERVICES

AGENDA ITEM 0-3

APR 17 1996

ENCLOSURE a-8

4. This license may be canceled by either DAVIE or BCC upon ninety (90) days prior written notice. In the event of cancellation by either party, prior to the end of the (10) ten year license period, this equipment is to be prorated, based on its useful life. Alternatively, DAVIE may elect to have BCC remove the item listed on Exhibit "A" at BCC's expense upon termination of the agreement. Upon completion of the (10) ten year license period, all equipment there listed on Exhibit "A" shall become the property of the Town of Davie. It is understood that Exhibit "A" can be modified by removing or adding equipment over the term of this license agreement by the parties each signing a memorandum acknowledging the removal or addition of equipment. Upon the Memorandum being signed by both parties, it shall be considered a part of an Addendum to Exhibit "A".

5. The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed the amount of insurance coverage applicable to such an agreement provided to the College through the Florida Community College Risk Management Consortium.

6. This agreement is subject to the regulations of County, State, and Federal Government.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed and sealed in the presence
of:

Erin Miller
Alise M. Britton

As to "Davie"

TOWN OF DAVIE

By James N. Bush
James N. Bush, Mayor

Attest: [Signature]
Town Clerk

(Town Seal)

BROWARD COMMUNITY COLLEGE

By William Holcomb
William Holcomb, President
(Print Name & Title)

Attest: _____
(Print Name & Title)

As to "BCC" **AGENDA ITEM** D-3

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ENCLOSURE 0-8

AGENDA ITEM D-3

Acknowledgement and Consent to this License Agreement

APR 17 1996

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ENCLOSURE a-8

By

Lisa Wexler

(Print Name & Title)

Date: _____

Approved as to form:

[Signature]
School Board Attorney

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TOWN OF DAVIE
COMMUNITY SERVICES

AGENDA ITEM D-3

EXHIBIT 'A'

APR 17 1996

MEMORANDUM

ENCLOSURE 2-8

COMMUNITY SERVICES DEPARTMENT

TO: Sharon Kent, Community Services Director

FROM: Mark Dornacker, Sports Supervisor

DATE: July 6, 1995

SUBJECT: Itemized List BCC Materials

The following is a list of capital equipment and materials provided from BCC to the Town of Davie.

1. Vinyl Coated Fencing - 6- ft. height. Total of 809 running feet.
Remove above fencing from BCC and place it down the sidelines on all three fields at the Bill Gessner Sports Complex. It would take approximately 600 linear feet of fence to complete the three fields at Bill Gessner Sports Complex. The remainder of fencing is to be used at the Town's discretion.
2. Outfield Fencing - 6- ft. height. Total of 902 running feet.
Remove above fencing from BCC and use it for outfields on the Northwest and Southwest fields at Bill Gessner Sports Complex. It would take approximately 650 linear feet of fence to complete the three outfields at Bill Gessner Sports Complex. The remainder of fencing is to be used at the Town's discretion.
3. 4 ft. x 6 ft. swing gates (4)
Removed and used on northwest and southwest fields at Bill Gessner Sports Complex.
4. 1- 8 ft. x 6 ft. swing gate to be used on southwest field at Bill Gessner Sports Complex.
5. 1- 12 ft. x 6 ft. double gate to be used on the northwest field at Bill Gessner Sports Complex.
6. 4 - 20 ft. x 10 ft. backstop wings to be used for new infields at the Bamford Complex.
7. 2 - 20 ft. x 30 ft. x 20 ft. backstops to be used for new infields at the Bamford Complex.

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TOWN OF DAVIE

8. Wooden Dugouts (4). To be removed from BCC, with two being used to replace the existing dugouts at the northwest field at Bill Gessner Sports Complex. The remaining two (2) dugouts are to be used for the new field at Bamford. Dugouts will require fencing installed on the front of the dugout for safety. Slabs need to be poured by the Town in order to install these dugouts properly.
9. Players Benches (8). Two benches in each dugout to be placed in the two dugouts at Bill Gessner Sports Complex and the two dugouts taken to Bamford. Slabs will need to be poured by the Town to install these benches.
10. Electric Water Fountains. To be removed and installed inside the men's and women's bathrooms at the Bill Gessner Sports Complex to avoid vandalism.
11. Electric Scoreboards (2). To be removed and placed on the northwest and southwest fields at the Bill Gessner Sports Complex. The scoreboard on the southwest field to be placed at such an angle so that the southeast field could use it if needed.
12. Batting Cage Materials. Poles to be taken over to the Bill Gessner Sports Complex to be used to construct a batting cage. There is no fencing for this cage, it will need to be purchased by the Town.
13. Ballfield Clay. There is approximately 172 cubic yards of clay at the BCC Complex (based on a standard 4 inch depth of clay. Parks Maintenance would use approximately 50 cubic yards to improve the fields at Bill Gessner Sports Complex. The excess clay could be used to build the new fields at Bamford.

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TOWN OF DAVIE
COMMUNITY SERVICES

EXHIBIT "A"

APR 17 1996

BREAKDOWN OF MATERIALS

ENCLOSURE W-8

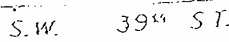
ITEM	GESSNER COMPLEX	BAMFORD	VALUE OF IMPROVEMENT
Fencing to include:			
Vinyl Fencing	600 linear feet	209 linear feet	\$27,000 *
Outfield Fencing	650 linear feet	252 linear feet	* includes all
4' swing gate	All four gates	n/a	fencing (minus)
8' swing gate	South Field	n/a	the post), all gates
12' double gate	North Field	n/a	and all backstop
20' x 10' backstop wings (4)	n/a	Place on 2 new fields	materials
20 x 30 x 20' backstop (2)	n/a	Place on 2 new fields	
Wooden Dugouts (4)	2 placed on North Field	2 placed on new field	\$7500 ea.= \$30,000
Players Benches (8)	2 placed in each of above dugouts	n/a	\$ 200 ea.= \$1600
5 Row bleachers	Placed on north field	n/a	n/a
Electric Water Fountains (2)	To be located at ballfields	n/a	\$ 150 ea.= \$300
Electric Scoreboards (2)	1 each placed on north & south field	n/a	\$2500 ea.= \$5000
Batting Cage Poles	Build cage on east side of complex	n/a	n/a
Ballfield Clay	50 cubic yards	122 cubic yards	\$3000 172 c.y.

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TOWN OF DAVIE
COMMUNITY SERVICES

CANAL



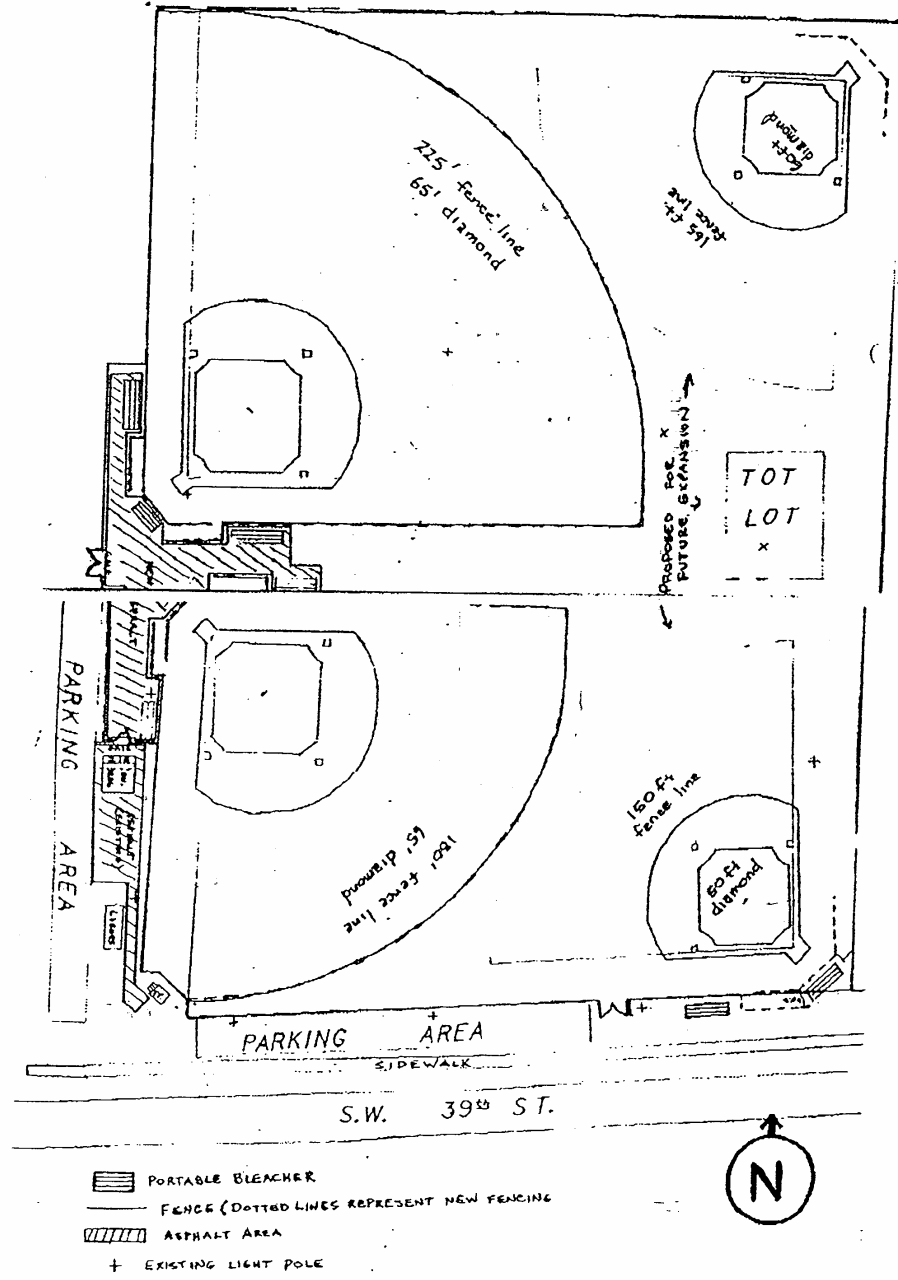
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996

ENCLOSURE a-8

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EXHIBIT "B"
School Board Site 1281
7099 SW 39th St.
Davie, Florida

CANAL



AGENDA ITEM

D-3

R75-26

EXHIBIT "C"

LEASE AGREEMENT

Term 40 yrs
Aug. 21, 1975
to Aug 21, 2015

APR 17 1996

ENCLOSURE

9-8

THIS AGREEMENT, made and entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "Board", and the Town of Davie, a political subdivision of the State of Florida, hereinafter referred to as the "Town,"

WITNESSETH

WHEREAS, the Board is the controlling body of the Public Schools of Broward County, Florida and does own and operate a certain school known as Nova High School Site (J1281); and

WHEREAS, by reason of the heavy demands existing in the Town as a result of the increase of the population of school children, the Board is required to expend all of the available money for the operation of classrooms and thus is greatly limited in funds which can be made available for the development and improvement of the school grounds as parks and well-equipped playgrounds; and

WHEREAS, it is the purpose and policy of the Town to develop, operate and maintain parks and community recreational facilities; and

WHEREAS, the Town is willing to expend certain funds for the equipping and improving of a portion of the school grounds to be used for park and playground purposes in conjunction with the Board; and

WHEREAS, the Board and the Town believe that such an arrangement will be of mutual benefit to all parties and will fill a great need in that area of the community and that cooperation between the parties hereto will result in great benefit to the citizens of the County of Broward;

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Board does hereby lease to the Town the area shown on the sketch attached hereto and made a part hereof as presented by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, under the terms and conditions hereinafter set forth.

2. The term for which the Town leases said premises is forty (40) years from the date of this lease, at a yearly rental of \$1.00 per year, payable to the Board on the yearly anniversary of this lease. It is specifically understood and agreed that by mutual agreement of the parties hereto, the term of this lease may be shortened or extended, subject to the provisions of Paragraph 5 hereinafter set forth.

3. The uses and purpose to which the Town shall put said premises shall be for playground and recreational purposes available to the citizens of the area. The facilities herein leased are to be used strictly for recreational purposes and no advertising or food concessions, or the renting of same, shall be permitted unless specifically approved by the Board in writing.

4. The use of said premises by the Town shall be limited and restricted so as not to conflict in any way with the use of said property by the Board in its Public Education Program, and the use of said property by the Town shall at all times be in compliance with the laws of the

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MAY 1 1996

TOWN OF DAVIE
COMMUNITY SERVICES

APR 17 1996

ENCLOSURE A-8

including but not limited to baseball diamonds, buildings, lights, etc. (other than as shown on the attached sketch) shall first be approved in writing by the Board, it being intended that the Board shall have absolute control over the location of any recreational facilities before they are placed on the leased premises. Any facilities placed on said leased premises without the prior written approval of the Board as to location shall immediately be removed or relocated within ten days of written demand by the Board.

5. The Town agrees to take such action within its discretion is proper for a playground area on the premises above described, subject, however, to the power and authority of the Board upon 120 days' written notice to the Town to cancel this lease as to any designated area which the Board determines is needed exclusively for school building purposes or for any other school purposes. The Board's determination in this regard shall be conclusively binding upon all parties.

6. It is specifically agreed between the parties hereto that at any time the Board desires to cancel and/or terminate this entire lease, it shall have the conclusive right to do so, provided, however, that in the event the Board so elects, the Town shall be given 120 days' written notice prior thereto, and in the event of cancellation, the Board shall reimburse the Town for the then remaining value of the Town installed recreational facilities.

In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the Board; one selected by the Town; and the third selected by the two appraisers so appointed.

In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the Board shall pay, in the event it desires to cancel and/or terminate this lease as aforesaid.

7. It shall be the responsibility of the Town to keep the recreational building and grounds herein leased in a clean and sanitary condition, and the Town agrees to clean up the premises after each and every event it sponsors. The Board shall be allowed to use the recreational building during the school day when school is in operation and at all other times when same is not in use by the Town.

8. This entire area will be under the control of the Board during the hours the school on the property adjacent to the leased area is in session. During off-school hours, when the leased area is officially open by the Town, control and use of the area will be under the jurisdiction of the Town.

9. The upkeep and maintenance of all areas herein leased by the Board to the Town shall be borne by the Town, and the Town agrees at all times to keep the areas herein leased and the equipment placed on said areas properly maintained.

10. The Town agrees to relieve the Board from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the Town in failing to supply proper supervision of the areas herein leased while so used by the Town, and the Town further agrees to hold the Board harmless and free from all responsibility as a result of any negligence of the Town in failing to properly maintain the equipment on the leased areas. The Town further agrees to have issued a liability insurance policy naming the Board as one of the insureds, with coverage of not less than \$100,000 per person with an aggregate of \$200,000 per accident, together with property damage in the sum of \$50,000.

RECEIVED

MAY 1 1996

TOWN OF DAVIE
COMMUNITY SERVICES

11. At the end of the forty (40) year term of this lease, provided said lease has not been cancelled or terminated as provided for in Paragraph 6 hereof, the City shall have the right to remove all non-permanent recreational facilities supplied by them provided they restore and/or repair any damage to the property caused by said removal.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by the proper officials and under their corporate seals this 21st day of August 1975.

Signed, sealed and delivered in the presence of:

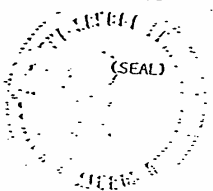
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Virginia Brooker

By: Andrew Brumfield
Chairman

As to the Board

Attest: James J. Wainwright
Secretary



Approved as to form:

Norman L. Smith
School Board Attorney

TOWN OF DAVIE

Donna Kumbert

By: James E. Henderson

Arthur D. Gray
As to the Town

Attest: [Signature]

(SEAL)

AGENDA ITEM D-3

APR 17 1996

ENCLOSURE a-8

RECEIVED
MAY 1 1996

TOWN OF DAVIE
COMMUNITY SERVICES



Administration 797-1030
Administrative Services 797-1020
Budget & Finance 797-1050
Community Services 797-1145
Development Services 797-2076

Engineering 797-1070
Fire Department 797-1090
Police Department 797-1200
Public Works 797-1240
Utilities 433-4000

TOWN OF DAVIE 6591 SW 45th Street, Davie, Florida 33314-3399

(305) 797-1000

March 4, 1996

Dr. Glen Rose
Provost, Broward Community College
3501 SW 64 Avenue
Davie, FL 33314

Dear Glen,

The School Board has approved the License Agreement between Davie Elementary, the Town of Davie and Broward Community College. I have enclosed a fully executed agreement for your files. We are making arrangements to pick up the materials from Broward Community College in the very near future. Thanks again for all of your support.

Sincerely,

Sharon Kent,
Community Services Director

AGENDA ITEM 0-3

APR 17 1996

ENCLOSURE a-8

EXHIBIT "C"

LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "Board", and the Town of Davie, a political subdivision of the State of Florida, hereinafter referred to as the "Town."

W I T N E S S E T H

WHEREAS, the Board is the controlling body of the Public Schools of Broward County, Florida and does own and operate a certain school known as Nova High School Site (#1281); and

WHEREAS, by reason of the heavy demands existing in the Town as a result of the increase of the population of school children, the Board is required to expend all of the available money for the operation of classrooms and thus is greatly limited in funds which can be made available for the development and improvement of the school grounds as parks and well-equipped playgrounds; and

WHEREAS, it is the purpose and policy of the Town to develop, operate and maintain parks and community recreational facilities; and

WHEREAS, the Town is willing to expend certain funds for the equipping and improving of a portion of the school grounds to be used for park and playground purposes in conjunction with the Board; and

WHEREAS, the Board and the Town believe that such an arrangement will be of mutual benefit to all parties and will fill a great need in that area of the community and that cooperation between the parties hereto will result in great benefit to the citizens of the County of Broward;

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Board does hereby lease to the Town the area shown on the sketch attached hereto and made a part hereof as presented by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, under the terms and conditions hereinafter set forth.

2. The term for which the Town leases said premises is forty (40) years from the date of this lease, at a yearly rental of \$1.00 per year, payable to the Board on the yearly anniversary of this lease. It is specifically understood and agreed that by mutual agreement of the parties hereto, the term of this lease may be shortened or extended, subject to the provisions of Paragraph 5 hereinafter set forth.

3. The uses and purpose to which the Town shall put said premises shall be for playground and recreational purposes available to the citizens of the area. The facilities herein leased are to be used strictly for recreational purposes and no advertising or food concessions, or the renting of same, shall be permitted unless specifically approved by the Board in writing.

4. The use of said premises by the Town shall be limited and restricted so as not to conflict in any way with the use of said property by the Board in its Public Education Program, and the use of said property by the Town shall at all times be in compliance with the laws of the State of Florida concerning the use of school property, and the location of any and all recreational improvements to be placed on the leased premises,

Post-It [®] brand fax transmittal memo 7671		# of pages	4
To	SHARON KEAT		
Co.	Co.		
Dept.	Phone #		
Fax #	Fax #		

including but not limited to baseball diamonds, buildings, lights, etc. (other than as shown on the attached sketch) shall first be approved in writing by the Board, it being intended that the Board shall have absolute control over the location of any recreational facilities before they are placed on the leased premises. Any facilities placed on said leased premises without the prior written approval of the Board as to location shall immediately be removed or relocated within ten days of written demand by the Board.

5. The Town agrees to take such action within its discretion is proper for a playground area on the premises above described, subject, however, to the power and authority of the Board upon 120 days' written notice to the Town to cancel this lease as to any designated area which the Board determines is needed exclusively for school building purposes or for any other school purposes. The Board's determination in this regard shall be conclusively binding upon all parties.

6. It is specifically agreed between the parties hereto that at any time the Board desires to cancel and/or terminate this entire lease, it shall have the conclusive right to do so, provided, however, that in the event the Board so elects, the Town shall be given 120 days' written notice prior thereto, and in the event of cancellation, the Board shall reimburse the Town for the then remaining value of the Town installed recreational facilities.

In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the Board; one selected by the Town; and the third selected by the two appraisers so appointed.

In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the Board shall pay, in the event it desires to cancel and/or terminate this lease as aforesaid.

7. It shall be the responsibility of the Town to keep the recreational building and grounds herein leased in a clean and sanitary condition, and the Town agrees to clean up the premises after each and every event it sponsors. The Board shall be allowed to use the recreational building during the school day when school is in operation and at all other times when same is not in use by the Town.

8. This entire area will be under the control of the Board during the hours the school on the property adjacent to the leased area is in session. During off-school hours, when the leased area is officially open by the Town, control and use of the area will be under the jurisdiction of the Town.

9. The upkeep and maintenance of all areas herein leased by the Board to the Town shall be borne by the Town, and the Town agrees at all times to keep the areas herein leased and the equipment placed on said areas properly maintained.

10. The Town agrees to relieve the Board from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the Town in failing to supply proper supervision of the areas herein leased while so used by the Town, and the Town further agrees to hold the Board harmless and free from all responsibility as a result of any negligence of the Town in failing to

agrees to have issued a liability insurance policy naming the Board as one of the insureds, with coverage of not less than \$100,000 per person with an aggregate of \$300,000 per accident, together with property damage in the sum of \$50,000.

11. At the end of the forty (40) year term of this lease, provided said lease has not been cancelled or terminated as provided for in Paragraph 6 hereof, the City shall have the right to remove all non-permanent recreational facilities supplied by them provided they restore and/or repair any damage to the property caused by said removal.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by the proper officials and under their corporate seals this 21st day of August 1975.

Signed, sealed and delivered
In the presence of:

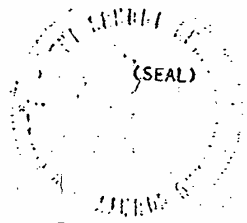
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Virginia Booker

By: Andrew P. Prichard
Chairman

As to the Board

Attest: James E. Mawer
Secretary



Approved as to form:

Mrs. M. L. ...
School Board Attorney

TOWN OF DAVIE

Donna Rumpfelt

By: J. Merle Henderson

Arthur H. ...
As to the Town

Attest: _____

(SEAL)

RESOLUTION NO. R-83-59

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO A
LEASE AGREEMENT BETWEEN THE SCHOOL BOARD AND
THE TOWN OF DAVIE, FLORIDA.

WHEREAS, it is considered in the best interests of
the Town of Davie, Florida, to enter into a lease agreement
with the Broward County, Florida, School Board for a site
known as the Western High School site, and,

WHEREAS, it is the purpose and policy of the Town
of Davie to develop, operate and maintain parks and community
recreation facilities;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF DAVIE, FLORIDA:

SECTION 1. That the Town Council of the Town of
Davie authorize acceptance of that certain lease agreement
between the School Board of Broward County, Florida, and the
Town of Davie, a copy of said lease agreement is attached
hereto, labeled as Exhibit "A" and made a part hereto by
reference.

SECTION 2. That the Town Council of the Town of
Davie understands that the lease agreement contemplates a
lease of forty (40) years from the date of execution at a
yearly rental of one dollar (\$1) payable to the School Board
of Broward County on the yearly anniversary of this lease
agreement.

SECTION 3. That the Town Council of the Town of
Davie authorize the Mayor of the Town to execute on behalf of
the Town of Davie said lease agreement attached hereto and
known as Exhibit "A".

SECTION 4. That this Resolution shall take effect
immediately upon its passage and adoption by the Town Council.

PASSED AND ADOPTED THIS 15th day of June, 1983.

Jim Mauro
Mayor/Councilman

Attest:

Patricia Carmo
Town Clerk

Approved this 15th day of June, 1983.

APPLICATION AND LEASE FOR USE OF PUBLIC SCHOOL FACILITIES

TO: Superintendent of Broward County Schools
1320 Southwest Fourth Street
Fort Lauderdale, Florida 33312

(Complete forms in triplicate)

The applicant requests authorization for use of the public school facilities indicated for the purpose and at the times shown below: 1. Softball field 3. Tennis courts 4. Handball court
2. Baseball field 5. Area for Football/Soccer Field
School Western High School Facilities needed 6. 6 outdoor Basketball courts
Dates From July 11, 1983 -- year-round Weekdays 4:44 p.m. -- 10 p.m.
From Saturdays 4:44 p.m. to 4:46 p.m.

Nature and purpose of use Municipal recreation program

Name(s) of Speaker(s) _____

Help required: Custodian _____ To be paid by _____ Yes _____ No _____
Special Police _____ Town of Davie staff on premises

*** Others _____ To be paid by *** Maintenance on ballfields to be performed
by School Board and reimbursed by the Town of
Name of applicant Town of Davie Community Services Dept. Davie

Broward County headquarters 6591 SW 45 Street, Davie, Florida 33314

If an organization, is it nationwide? _____ When formed? _____ Total Members _____

Is there a permanent organization in Broward County? _____ Number of local members _____

President ***The Town of Davie will provide a plan for the
installation of concrete poles, metal halide Phone No. _____
fixtures, and will arrange for the same and pay for

Secretary the above and any statements corresponding to Phone No. _____
the above.

Chairman Restrooms will be provided for the participants Phone No. _____
of the Town by a mutual agreement. T.O.D. will pay for any additions.

Charges: Rental \$ _____ Utilities \$ _____ Custodian \$ _____

Extra help \$ _____ Other \$ _____

A deposit in the amount of \$ _____ must be submitted with application or no later
than _____. The deposit will apply toward the total charges.

LIABILITY INSURANCE REQUIREMENTS: Insurance on file at School Board
LIMITS: Bodily Injury \$100,000 per person, \$300,000 per occurrence
Property Damage \$ 25,000 per occurrence

NOTE: A Certificate of Insurance reflecting the above limits and naming the
School Board of Broward County as an Additional Insured must be furnished
to the Risk Management Department of the School Board at least 48 hours
prior to use of facilities referred to herein.

I (person requesting permit), Mayor Richard Marant, signing on behalf of myself
and the organization I represent, do hereby solemnly swear or affirm that we support the
Constitution of the United States and of the State of Florida. I do hereby also swear or
affirm on behalf of the organization named herein that no person is excluded from membership
in such organization nor from participating in the activity or program covered by this agree-
ment on the grounds of sex, race, color or national origin.

Date of Application: 6/17/83

Signature of Applicant

Approved by: _____
Principal

Mayor
Title

Approved by: _____
Superintendent or designee

6591 S.W. 45 St., Davie, FL 33314
Applicant's mailing address

AUTHORIZATION FOR USE OF PUBLIC SCHOOL FACILITIES IS CONDITIONED UPON ADVANCE PAYMENT OF
THE CHARGE(S) SHOWN ABOVE AND COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT
ATTACHED HERETO.

Original for school file
Copy Risk Management Department - Copy and Provisions to Lessee
Rev. 3/5/1976

W18777

MASTER LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "Board",

organized and existing under the laws of the State of Florida, hereinafter referred to as the "City."

W I T N E S S E T H:

WHEREAS, the Board is the controlling body of the Public Schools of Broward County, Florida and does own certain school sites and other real estate parcels located in Broward County, Florida, hereinafter referred to as "school grounds".

WHEREAS, by reason of the heavy demands existing in the City as a result of the increase of the population of school children, the Board is required to expend all of the available money for the operation of classrooms and thus is greatly limited in funds which can be made available for the development and improvements of the school grounds as parks and well-equipped playgrounds; and

WHEREAS, it is the purpose and policy of the City to develop, operate and maintain parks and community recreational facilities; and

WHEREAS, the City is willing to expend certain funds for the equipping and improving of a portion of the school grounds to be used for park and playground purposes in conjunction with the Board; and

WHEREAS, the Board and the City believe that such an arrangement will be of mutual benefit to all parties and will fill a great need in that area of the community and that cooperation between the parties hereto will result in great benefit to the citizens of the

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Board does hereby lease to an area or areas shown on the sketch or sketches attached hereto and made a part hereof as prepared by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA SCHOOL PLANNING DEPARTMENT under the terms and conditions hereinafter set forth.
2. The term for which the City leases said premises is forty (40) years from the date of the execution of a lease agreement (the form of said lease agreement is attached hereto as Exhibit "A" and made a part hereof), at a yearly rental of One Dollar (\$1.00) per year payable to the Board on the yearly anniversary of the lease agreement. It is specifically understood and agreed that by mutual agreement of the parties hereto, the term of this lease may be shortened or extended, subject to the provisions of Paragraph 5 hereinafter set forth.
3. The uses and purposes to which the City shall put said premises shall be for playground and recreational purposes available to the citizens of the area. The facilities herein leased are to be used strictly for recreational purposes and no advertising or food concessions, or the renting of same, shall be permitted unless specifically approved by the Board in writing.

4. The use of said premises by the City shall be limited and restricted so as not to conflict in any way with the use of said property by the Board in its Public Education Program and the use of said property by the City and shall be at all times in compliance with the laws of the State of Florida concerning the use of school property and the location of any and all recreational improvements to be placed on the leased premises, including but not limited to baseball diamonds, buildings, lights, etc. (other than as shown on the attached sketch) shall first be approved in writing by the Board, it being intended that the Board shall have absolute control over the location of any recreational facilities before they are placed on the leased premises. Any facilities placed on said leased premises without the prior written approval of the Board as to location shall immediately be removed or relocated within ten days of written demand by the Board.

5. The City agrees to take such action within its discretion is proper for a playground area on the premises above described, subject, however, to the power and authority of the Board upon 90 days' written notice to the City to cancel this lease as to any designated area which the Board determines is needed exclusively for school building purposes or for any other school purposes. The Board's determination in this regard shall be conclusively binding upon all parties. The City shall likewise have the unqualified right of cancellation of this lease, in whole or as to any designated portion or area of property subject hereto upon 90 days' written notice of cancellation to the Board.

6. (a) It is specifically agreed between the parties hereto that at any time the Board desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the Board so elects, the City shall be given 90 days' written notice prior thereto and in the event of cancellation, the Board shall reimburse the City for the then remaining value of the City installed recreational facilities located on the premises to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the Board; one selected by the City; and the third appraiser selected by the two appraisers appointed.

In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the Board shall pay, in the event it desires to cancel and/or terminate this lease as aforesaid. It is further agreed that the Board shall be obligated to pay the fee of the appraiser selected by the Board; the City shall be obligated to pay the fee of the appraiser selected by the City; and the City and Board shall each pay 50% of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the City shall properly exercise its option to cancel this lease agreement as to the whole or part of the leased premises, the City shall have the right, subject to the Board's purchase option described below, to remove any and all such fixtures and improvements to the property as the City had placed thereupon, except that the City shall not remove sod, landscaping, sand or earth placed upon the premises (except as incidental to removal of other fixtures and/or improvements) and the City shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the premises to the condition which the same was found upon the City's first entering the premises hereunder. If, upon cancellation by the City, the Board wishes to purchase the City installed recreational fixtures and/or improvements, then the City shall sell the same to the Board at a mutually agreed price. However, if the City and Board cannot mutually agree upon such a price (the value of the property to be purchased) then the appraisal method, above described in Section 6a hereof, shall be used to arrive at a binding price.

7. It shall be the responsibility of the City to keep the recreational grounds herein leased clean, sanitary and free from trash and debris, and also the recreational grounds shall be mowed to prevent unsightly accumulation of weeds and other vegetation. Upon failure of the City to comply with the provisions of this section, the Board shall give written notice to the City of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing, the City has not commenced to complete the cleaning and/or mowing of said recreational area, the Board shall have the right to enter upon the premises, remove trash and debris from the area, and/or mow the area and charge the City the cost to the Board for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the City.

Notwithstanding any of the provisions of the foregoing paragraph, the parties further agree that the City, in addition to the above, will clean up the premises after each and every event it sponsors, and the Board will be responsible to clean up after each and every event it sponsors.

8. This entire area will be under the control of the Board during the hours the school on the property adjacent to the leased area is in session. During off-school hours, when the leased area is officially open by the City, control and use of the area will be under the jurisdiction of the City. During the periods that the entire area is under the control of the Board, the provisions of Section 10 hereof shall not be deemed to apply and the School Board shall take full responsibility for the property.

9. The upkeep and maintenance of all areas herein leased by the Board to the City shall be borne by the City and the City agrees at all times to keep the areas herein leased and the equipment placed on said areas properly maintained.

10. The City agrees to relieve the Board from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the City in failing to supply proper supervision of the areas herein leased while so used by the City, and the City further agrees to hold the Board harmless, indemnify and free from all responsibility as a result of any negligence of the City in failing to properly maintain the equipment on the leased areas.

The Board agrees to relieve the City from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the Board in failing to supply proper supervision of the areas herein leased while so used by the Board.

It is further agreed and understood between the parties hereto that neither party to this agreement waives any of its immunity in these premises as may be given to either party by law.

11. At the termination of this lease, in the event the same is not cancelled by the Board or the City prior thereto, all permanent recreational facilities, such as baseball diamonds, lighting facilities, permanent backstops, etc., shall become the property of the Board and the City shall have the right to remove all moveable (non-permanent) recreational facilities.

IN WITNESS WHEREOF, the parties hereto have caused this
Instrument to be signed in their respective names by their proper
officials and under their corporate seals this _____ day of
_____, 19__.

Signed, sealed and delivered

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

By: _____
Chairperson

Attest: _____
Secretary

(SEAL)

Approved as to form:

School Board Attorney

LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "Board",

and The Town of Davie

hereinafter referred to as the Town

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Board does hereby lease to the Town
an area or areas shown on the sketch or sketches attached hereto and made
a part hereof as prepared by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SCHOOL PLANNING DEPARTMENT, under the terms and conditions hereinafter
set forth.

2. This Lease Agreement incorporates by reference to the same extent as though fully set out herein all of the provisions, terms, covenants, conditions, powers and contents of the MASTER LEASE AGREEMENT form as the same was executed between the Board and the _____ on the _____ day of _____, 19____. The parties hereto covenant and agree to keep and comply with all of the provisions of the MASTER LEASE AGREEMENT. The parties hereto acknowledge receipt of an executed copy of the MASTER LEASE AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be signed in their respective names by their proper officials and under their corporate seals this _____ day of _____, 19__.

Signed, sealed and delivered

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

By: _____
Chairperson

Attest: _____
Secretary

Approved as to form:

School Board Attorney

By: [Signature]

Attest: *[Signature]*

Approved as to form: *11*

(SEAL)

(SEAL)

EXHIBIT "A"



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

600 SOUTHEAST THIRD AVENUE • FORT LAUDERDALE, FLORIDA 33301-3125 • TEL 954-760-7477 • FAX 954-765-7008

DAMIAN HUTTENHOFF

Director
Student Support

SCHOOL BOARD

Chairperson PAUL D. EICHNER, ESQ.
Vice Chairperson DR. ROBERT D. PARKS
CAROLE L. ANDREWS
JUDIE S. BUDNICK
DARLA L. CARTER
BEVERLY A. GALLAGHER
STEPHANIE ARMA KRAFT, ESQ.
LOIS WEXLER
BENJAMIN J. WILLIAMS
JASON LEAR
Student Advisor
DR. FRANK TILL
Superintendent of Schools

July 5, 2001

Mr. Bruce Bernard
Director, Public Works
Town of Davie
6591 Orange Drive
Davie, FL 33314

Dear Mr. Bernard:

Please find attached two fully executed agreements between the School Board and the Town of Davie. Please obtain all necessary signatures and return one copy of the agreement for our records.

If you have any further questions, please do not hesitate to contact me at 760-7477.

Sincerely,

Damian Huttenhoff
Director, Student Support

DH:sw
Attachments

AGENDA REQUEST
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date			Agenda Item Number
6/19/01	Open Agenda Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Time Certain Request Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	F-28

TITLE:	
Reciprocal Lease Agreement with the Town of Davie	
REQUESTED ACTION:	
Approve the Reciprocal Lease Agreement between the Town of Davie and the School Board of Broward County providing lighting and facility enhancements at high school athletic fields.	
SUMMARY EXPLANATION AND BACKGROUND:	
<p>Pursuant to this lease agreement, the Town of Davie will expend capital funds to enhance and improve the athletic facilities at Western High School and Nova High School. Specifically, the Town of Davie will install new light fixtures on the existing baseball and soccer field at Western High. The cost of the lighting system is \$85,000 and will be funded by the Town of Davie. In addition, the Town of Davie will install a lighting and electrical system for the existing football/soccer field at Nova High School. The Town of Davie will also build a multi-practice area on Nova High grounds, including lighted baseball and softball diamonds and parking area. The total cost of the enhancements for Nova High, funded by the Town of Davie, is \$255,000. The leased premises, specifically the athletic fields at Western and Nova High Schools, are reserved for the sole use and control of the School Board of Broward County during the hours that the schools are in session and during the hours of any interscholastic practices and contests. During off school hours, the Town of Davie may utilize the athletic facilities for recreational purposes.</p> <p>The Town of Davie approved the lease agreement on March 21, 2001. The contract has been agreed to form and content by the School Board Attorney.</p>	
MAJOR SYSTEM GOALS:	
<p><input type="checkbox"/> •Goal One: All students will achieve at their highest potential.</p> <p><input type="checkbox"/> •Goal Two: All schools will have equitable resources.</p> <p><input type="checkbox"/> •Goal Three: All operations of the school system will support and align with student achievement and needs.</p> <p><input checked="" type="checkbox"/> •Goal Four: All stakeholders work together to build a better school system.</p>	
FINANCIAL IMPACT:	
There is no financial impact to the School Board of Broward County.	
EXHIBITS: (List)	
1. Lease Agreement	
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:
APPROVED	Damian Huttenhoff 760-7477
	Charles Fink 765-7040
(For Official School Board Records' Office Only)	Name Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

CURRICULUM & INSTRUCTION/STUDENT SUPPORT
DR. EARLEAN C. SMILEY, DEPUTY SUPERINTENDENT

JUN 19 2001

Approved in Open Board Meeting on: _____

By: _____

School Board Chairperson

Revised 7-03-2000

FT/Smiley/Huttenhoff/S Wentworth

RESOLUTION NO. R-2001-73

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING APPROVAL AND EXECUTION OF AN AGREEMENT WITH THE BROWARD COUNT SCHOOL BOARD TO LEASE RECREATIONAL FACILITIES AT NOVA AND WESTERN HIGH SCHOOLS.

WHEREAS, the Town of Davie has a specific need to acquire use of additional recreational facilities to serve the citizens within its boundaries; and

WHEREAS, the School Board of Broward County is the controlling body of public schools in Broward County, Florida and does own certain school sites located throughout the Town of Davie with recreational facilities; and

WHEREAS, it is in the best interest of the Town of Davie to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. That the Town Council of the Town of Davie does hereby approve this agreement with the School Board of Broward County which is attached as Exhibit "A" and "B". Further, the Town Council authorizes the Mayor, Town Administrator and appropriate staff to execute said agreement and all necessary documents.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED ON THIS 21st DAY OF March, 2001


MAYOR/COUNCIL MEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 21st DAY OF March, 2001

01 APR 27 AM 8:50
DISTRICT ADMINISTRATION

**AGREEMENT FOR LEASE
OF RECREATIONAL FACILITIES**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2001, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

TOWN OF DAVIE

(hereinafter referred to as "TOWN"),
a municipal corporation operating and
existing under the Laws of the State of Florida,
whose principal place of business is
6591 Orange Drive, Davie, Florida 33314

WHEREAS, the SBBC is the controlling body of public schools in Broward County, Florida, and does own certain school sites located throughout the Town of Davie; and

WHEREAS, SBBC has certain school sites within the municipal boundaries of the TOWN that presently lack lighted athletic facilities; and

WHEREAS, it is the purpose and policy of the TOWN to develop, operate and maintain parks and community recreational facilities; and

WHEREAS, the TOWN has a specific need to acquire use of additional recreational space to serve the citizens within its boundaries; and

WHEREAS, SBBC and the TOWN have enjoyed a mutually beneficial relationship over the past several years and are both interested in and concerned with the development and provision of adequate parks and recreational facilities for physical education programs, leisure, human development and use by both students and the local community; and

WHEREAS, the SBBC and the TOWN believe that an arrangement whereby SBBC permits certain uses of its athletic and recreational facilities by the TOWN in return for capital improvements will be of mutual benefit to all parties and will serve a great public need and benefit the citizens of the TOWN and those students served by the school sites to be improved.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Leased Premises.** SBBC does hereby lease to the TOWN all of the athletic and recreational facilities (hereinafter referred to as “Leased Premises”) that are more fully described in Exhibit “A” which is appended hereto and incorporated herein by reference.

2.02 **Lease Term and Rate.** The term of this Agreement is twenty (20) years from the date of the execution of this Agreement. The TOWN shall pay SBBC an annual rental fee of One Dollar (\$1.00), payable to SBBC on the yearly anniversary of this Agreement. It is specifically understood and agreed by the parties hereto that the term of this Agreement may be shortened or extended, subject to the provisions of Sections 2.12 and 2.13.

2.03 **Use of Leased Premises.** The TOWN may utilize the Leased Premises for recreational purposes, available to the citizens of the area, subject to the limitations contained in this Agreement. The TOWN’s use of the Leased Premises shall not conflict in any way with SBBC’s use of its school sites for the delivery of academic and athletic programs. The TOWN’s use of the Leased Premises shall at all times be in compliance with the laws of the State of Florida concerning the use of school property.

2.04 **Advertising.** The TOWN may not erect advertising on the leased Premises without obtaining the prior written consent of the principal of the school upon which the Leased Premises are located.

2.05 **Concessions.** During TOWN-sponsored events on the Leased Premises, TOWN shall be permitted to operate a concession stand and sell concessions on the Leased Premises. The TOWN shall provide written notice of its intention to sell concessions at a particular Town-sponsored event to the principal of the school upon which the Leased Premises are located. TOWN shall ensure that the use of concession stand, and all food sales emanating from the concession stand, shall operate in conformity with the rules and regulations of the State of Florida, Department of Health, as well as any other County and municipal rules and regulations pertaining to concession and/or food sales. The TOWN shall be responsible for the removal of all refuse associated with the sale and consumption of concessions by the TOWN during any TOWN-sponsored

event on the Leased Premises. It is expressly understood by the parties that nothing in this Agreement shall be construed to permit the TOWN to construct a permanent building on the Leased Premises without the Town having first received the express written consent for such activities from SBBC's Superintendent of Schools, or his/her designee.

2.06 **Rental of Leased Premises.** The TOWN may not rent the Leased Premises for the use of third persons without obtaining the prior written consent of the principal of the school upon which the Leased Premises are located.

2.07 **Operation and Control.** The Leased Premises are reserved for the sole use and control of the SBBC during the hours that the school, upon which the Leased Premises are located, is in session and during the hours of any interscholastic practices and contests. The Principal or his/her designee shall maintain a schedule of school events and practices conducted on the Leased Premises. During off school hours, when the Leased Premises are officially open to the Town, the Leased Premises will be under the jurisdiction of the Town. During the hours that the Leased Premises are under the control of the Town, the Town shall provide regular patrols of the Leased Premises by Town recreational personnel or Town Park Rangers. The Town shall install or cause to be installed an electric meter for lighting of the leased facilities. During the term of this lease, the Town shall fund the electronic consumption resulting from the use of the above referred lights at Nova High, as listed in Exhibit B and the SBBC shall fund the electric consumption for the lights at Western High, as listed in Exhibit B. The SBBC shall bill the Town, based on this meter on an annual basis.

2.08 **Clean-up.** It shall be the responsibility of SBBC to keep the Leased Premises clean, sanitary, and free from trash and debris. Notwithstanding any of the provisions of this section, the parties agree that the TOWN will clean up the Leased Premises after each TOWN use and after each TOWN sponsored event. SBBC will be responsible for cleaning of the Leased Premises after each SBBC use and after each SBBC sponsored event. The TOWN may pay SBBC the contractual hourly rate applicable for SBBC custodial service personnel to clean up the Leased Premises after TOWN use or after a TOWN sponsored event.

2.09 **Maintenance.** It shall be SBBC's responsibility to keep the Leased Premises in a clean, safe and sanitary condition. However, the TOWN shall be responsible for ensuring that the Leased Premises are left in the same condition as prior to usage, allowing for normal wear and tear. The TOWN is responsible for repairing or replacing any recreational equipment, fixtures, improvements or grounds upon the Leased Premises that are damaged as a result of TOWN use. The regular upkeep and daily maintenance of the Leased Premises shall be SBBC's responsibility. The TOWN will assist SBBC in the cost of moving earth or resodding due to recreational usage to the extent that both parties deem same to be necessary. SBBC and the TOWN shall annually discuss any capital improvements needed upon the Leased Premises. If in the course of its use of the Leased Premises, the TOWN becomes aware of any dangerous or unsafe condition in or upon the Leased Premises, the TOWN shall immediately notify SBBC's Superintendent of Schools or his/her designee of such dangerous or unsafe condition and

cease the TOWN's use of such portions of the Leased Premises deemed to be dangerous or unsafe until such time as SBBC corrects or remedies the condition. SBBC shall have final determination as to what conditions are dangerous or unsafe. If SBBC is not notified by the TOWN of such dangerous or unsafe conditions, SBBC shall not be liable to TOWN, its employees, agents or invitees for loss, personal injury or damage.

2.10 TOWN Improvements. During the term of this Agreement, the TOWN shall perform certain improvements (hereinafter referred to as "TOWN Improvements") to the Leased Premises as more fully described on Exhibit B which is attached hereto and incorporated herein by reference. Furthermore, TOWN agrees that the TOWN Improvements shall be implemented at its sole expense and shall be performed in conformance with all applicable building codes. In the performance of the TOWN Improvements, TOWN shall attempt to keep any disruption or hindrance of SBBC's academic and athletic programs to a minimum.

2.11 Location of TOWN Improvements. It is the parties' intention that SBBC shall have absolute control over the location of any improvements or recreational equipment to be placed upon the Leased Premises. The location or position of any and all improvements or recreational equipment to be placed on the Leased Premises by the TOWN, other than as described in Exhibit A, shall first be approved in writing by SBBC's Superintendent of Schools (or his/her designee). Any improvements or recreational equipment placed on the Leased Premises by the TOWN without the prior written approval of SBBC's Superintendent of Schools (or his/her designee) shall be immediately removed or relocated by the TOWN at its sole expense within ten (10) days of written demand by the Superintendent of Schools (or his/her designee).

2.12 Termination by SBBC. SBBC may terminate this Agreement or terminate the TOWN's right to use any portion of the Leased Premises, without cause and for any reason, upon provision to the TOWN of one hundred and eighty (180) days written notice of such termination. In the event of such termination, SBBC shall reimburse the TOWN for the then remaining value of the TOWN Improvements. In the event that SBBC terminates the TOWN's right to use any portion of the Leased Premises and TOWN Improvements have been implemented on said portion, SBBC shall reimburse the TOWN for the then remaining value of the TOWN Improvements located upon that portion of the Leased Premises.

2.13 Termination by TOWN. The TOWN may terminate this Agreement, without cause and for any reason, upon provision to SBBC of one hundred eighty (180) days written notice of such termination. Subject to SBBC's purchase option described herein, the TOWN may remove any and all TOWN Improvements from the Leased Premises upon termination of the Agreement. However, the TOWN may not remove sod, landscaping, sand or earth placed upon the Leased Premises (except as incidental to removal of other fixtures and/or TOWN Improvements) or reestablish the grade of the Leased Premises to its condition prior to the TOWN's first entry upon same. SBBC may, at its sole election, purchase the TOWN Improvements from the TOWN upon

termination by paying for same in accordance with the valuation measures described in Section 2.14 of this Agreement.

2.14 Valuation of TOWN Improvements. In the event that the SBBC's or TOWN's exercise of authority under Sections 2.12 or 2.13 necessitates the valuation of TOWN Improvements, such value shall be based upon straight-line depreciation (the term of depreciation to be in accordance with Exhibit B) and generally accepted accounting principles of depreciation. SBBC shall not be responsible for reimbursement to the TOWN for any TOWN-installed improvements, fixtures or recreation equipment placed upon the Leased Premises without the express written consent of the Superintendent of Schools (or his/her designee). In the event that SBBC exercises its right of termination and the parties are unable to mutually agree upon the value of the TOWN Improvements, same shall be appraised by three (3) appraisers. One appraiser shall be selected by SBBC, one appraiser shall be selected by the TOWN, and the third appraiser shall be selected by the two appraisers so appointed. SBBC shall pay the fee for the appraiser it appointed and the TOWN shall pay for the appraiser it appointed. SBBC and the TOWN shall evenly divide the fee charged by the third appraiser appointed by the other two appraisers. Each appraiser shall then perform an independent appraisal of the TOWN Improvements. The value of the TOWN Improvements shall then be determined by taking the average of the three appraisals, which SBBC shall pay to the TOWN in the event of termination.

2.15 Indemnification. Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

3.03 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

3.05 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.06 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.07 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.08 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.09 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.11 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.12 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

3.13 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.14 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.15 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.16 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Damian Huttenhoff, Director
Student Support
600 Southeast Third Avenue, Third Floor
Fort Lauderdale, Florida 33301

To TOWN:

Town Administrator, Town of Davie
6591 Orange Drive
Davie, Florida 33314

With a Copy to:

Name to be Provided by Town

Address

Address

3.17 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

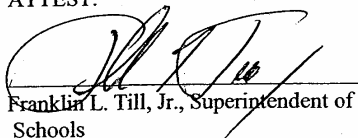
----- **IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

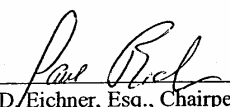
FOR SBBC

(Corporate Seal)

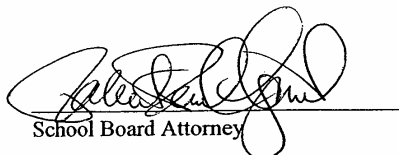
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:


Franklin L. Till, Jr., Superintendent of
Schools

By 
Paul D. Eichner, Esq., Chairperson

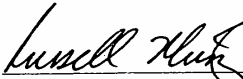
Approved as to Form:


School Board Attorney

FOR TOWN OF DAVIE


(Municipal Seal)

ATTEST:



RUSSELL MUNIZ, Town Clerk

TOWN OF DAVIE

By 

Harry Venis, Mayor, Town of Davie

Exhibit A
Leased Premises Description

Nova High School
3600 College Avenue
Davie, FL 33314

Nova High School Athletic Fields

Western High
1200 SW 136th Ave.
Davie, FL 33325

Western High Boys Baseball/Girls Soccer Field -----

Exhibit B
Schedule of Improvements

Western High

<u>Improvement</u>	<u>Initial Cost</u>	<u>Useful Life*</u>
Lighting (Baseball field and girls soccer practice field)	\$85,000	20

1. Reinstall existing light poles and install new and existing light fixtures on existing baseball field on the eastern property line of Western High School. Install electrical panel and wiring.

Nova High

<u>Improvement</u>	<u>Initial Cost</u>	<u>Useful Life*</u>
Lighting and Electrical Service For Existing Football/ Soccer Field	\$150,000	20
Multi-purpose Practice Area	\$80,000	20
Grass Parking Area	\$15,000	20

1. Light existing football/soccer field on southwest corner of property. Install six concrete 100 ft. poles and electrical service.
2. Development of multi-purpose practice area on southeast property line. Improvements will include baseball/softball diamond, irrigation, field grading, sprigging and practice lighting. Install three concrete poles with service adjacent to SW 39 Street.
3. Stabilize grass parking on southwest corner of property and creating entrance on SW 39 Street.

* For the purpose of this Lease Agreement, the remaining value of improvements to be reimbursed, if the Lease Agreement is terminated prior to the stated term, shall be calculated using the Straight-Line depreciation method. The termination of this Lease on any date beyond the anniversary date shall constitute a full-year for the purpose of calculating the depreciation. Under the Straight-Line depreciation method, the value of the improvements divided by the useful life equals the annual depreciation. The remaining value of improvements shall be the initial cost of the improvements less the annual accrued depreciation.

**FIRST AMENDMENT TO
RECIPROCAL LEASE AGREEMENT
WITH THE TOWN OF DAVIE**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 3 day of September, 2002, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

TOWN OF DAVIE
(hereinafter referred to as "TOWN"),
a municipal corporation operating and
existing under the Laws of the State of Florida,
whose principal place of business is
6591 Orange Drive, Davie, Florida 33314

WHEREAS, the SBBC, and TOWN entered into a Lease Agreement on June 19, 2001, ["Agreement"] that provided the TOWN certain uses of SBBC's athletic and recreational facilities at Nova High School, and

WHEREAS, the TOWN funded and constructed capital improvements at Nova High School to install lighting and electrical service for existing football/soccer field and development of multi-purpose practice area field and grass parking area, and

WHEREAS, the SBBC has received a community donation of \$250,000 to further enhance the athletic facilities at Nova High School, and

WHEREAS, the TOWN is desirous of working together with the SBBC to purchase, install and construct said athletic facility enhancements to Nova High School,

WHEREAS, SBBC and the TOWN wish to provide by this First Amendment to Agreement for Lease of Recreational Facilities ["Amendment"] an expanded scope of funding and construction for additional capital improvements at Nova High School athletic facilities as defined herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. ARTICLE 2.10, entitled TOWN IMPROVEMENTS, of the Agreement is hereby amended to read as follows:

2.10 TOWN IMPROVEMENTS. During the term of this Agreement, the TOWN shall perform certain improvements (hereafter referred to as "TOWN IMPROVEMENTS") to the Leased Premises as more fully described in *Exhibit B* which is attached hereto and incorporated herein by reference. Furthermore, TOWN agrees that the TOWN IMPROVEMENTS described in *Exhibit B* shall be implemented at its sole expense and shall be performed in conformance with all applicable building codes.

2. The Agreement is hereby amended to include the following new articles:

2.11 SCHOOL BOARD IMPROVEMENTS. During the term of this Agreement, SBBC shall fund certain improvements (hereinafter referred to as "SBBC IMPROVEMENTS") to the Leased Premises as more fully described in *Exhibit C* which is attached hereto and incorporated herein by reference. SBBC agrees that SBBC IMPROVEMENTS shall be funded by SBBC and constructed by TOWN in conformance with all applicable building codes. In no event shall SBBC be obligated to expend any public funds for capital improvements in excess of the project cost set forth in *Exhibit C* in this Amendment.

2.12 INVOICING AND PAYMENTS. During the construction of capital improvements fully described in *Exhibit C*, the TOWN will submit itemized statements for payment to the Superintendent of Schools or his designee in the following manner:

A. The TOWN shall periodically submit to the Superintendent of Schools or his designee, copies of invoices for services rendered and materials obtained by the contractor(s) with regard to capital improvements listed in *Exhibit C*.

2.13 PROJECT. The TOWN will make athletic facility enhancements at Nova High School and which shall hereinafter be referred to as Project. A description of the Project is attached hereto as *Exhibit C* and is incorporated herein by reference.

2.14 PLANS. The TOWN, as the Construction Manager, will prepare the construction plans for the Project. The plans will be submitted to the Superintendent of Schools or his designee for review and approval. Plans for the Project shall meet the Florida Building Code 2001 and shall meet SBBC's materials standards.

2.15 CONSTRUCTION MANAGER. The TOWN shall serve as the construction manager for the Project. As construction manager, the TOWN agrees to obtain all necessary permits and approvals and to commence construction of the Project through subcontractors.

2.16 UBI INSPECTIONS. The TOWN agrees to obtain all required UBI inspections from SBBC or from another agency having authority to conduct UBI inspections.

2.17 PROJECT AUDITS. The TOWN'S Project Records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any statements for payment, invoices, descriptions of construction improvements or claims submitted by the TOWN or any of its payees pursuant to this Agreement.

A. Project Records Defined. For the purposes of this Agreement, the term "Project Records" shall included, but not be limited to, accounting records, payroll time sheets, audited and un-audited financial statements to substantiate overhead rates, written policies and procedures, contractor and sub-contractor files (including proposals of successful and unsuccessful subcontractors), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. The TOWN shall be responsible for compliance with any public documents requests made by third persons regarding the Project Records and for any costs and attorney's fees associated with such requests. Records specifically made privileged by state law shall remain privileged notwithstanding the provisions of this Agreement.

2.18 AUDITOR ACCESS. For the purpose of such audits, inspections, examinations and evaluations, The School Board's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by The School Board to the TOWN pursuant to this Agreement.

2.19 AUDITOR WORK SPACE. The School Board's agent or its authorized representative shall have access to all necessary records and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Agreement. The School Board's agent or its authorized representative shall give the TOWN reasonable advance notice of intended audits.

2.20 **AUDIT EXPENSE.** If an audit inspection or examination conducted in accordance with this Agreement discloses overcharges of any nature by the TOWN to The School Board in excess of ten percent (10%) of the total contract billings, the actual cost of The School Board's audit shall be paid by the TOWN.

2.21 **REIMBURSEMENT OF OVERCHARGES.** All costs for which the TOWN is unable to provide support or documentation to substantiate that such costs were incurred as represented by the original breakdown of cost or found not to be in compliance with the provisions of this Agreement shall be disallowed. The TOWN shall reimburse The School Board for any disallowed amounts that were already paid to it by The School Board.

2.22 **CONTRACTOR AUDITS.** The TOWN shall require its contractor and subcontractors to comply with the audit provisions of this Agreement by insertion of these requirements in any written contract. Failure to obtain such written contracts which include such provisions shall constitute good and sufficient grounds for The School Board to exclude some or all of the related costs from amounts payable to the TOWN pursuant to this Agreement.

2.23 **BOND.** Before commencement of the SBBC improvements, the TOWN shall furnish a surety bond pursuant to Section 255.05, Florida Statutes, which guarantees the completion of the Project and the performance of the work necessary to complete the project, as well as full payment of all suppliers, materialmen, laborers or subcontractors employed to provide services to complete the Project. The TOWN agrees to deliver a copy of the surety bond to The School Board in advance of making any improvements to SBBC's property. Such bond shall remain in effect for one (1) year after completion of the Project. In the event of the discovery of any item of defective work and materials, the TOWN shall be responsible to make a claim against the subcontractor's, with notice to the surety.

2.24 **OTHER PROVISIONS IN EFFECT.** Except as expressly modified herein, all other provisions contained in the Agreement remain in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Robert D. Parks
Dr. Robert D. Parks, Chairperson

ATTEST:

Franklin L. Till, Jr.
Franklin L. Till, Jr., Superintendent of
Schools

Approved as to Form:

School Board Attorney
School Board Attorney

FOR TOWN OF DAVIE

(Municipal Seal)

TOWN OF DAVIE

ATTEST:

Russell Murphy
Town Clerk

By Harry Venis
Harry Venis, Mayor, Town of Davie

AGENDA REQUEST
TOWN OF DAVIE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 9/3/02	Open Agenda <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number F-3
-------------------------------	--	---	----------------------------------

TITLE: First Amendment to Reciprocal Lease Agreement with the Town of Davie	
REQUESTED ACTION: It is requested that the School Board of Broward County, Florida approve the First Amendment to the Reciprocal Lease Agreement between the Town of Davie and the School Board of Broward County providing facility enhancements at Nova High School stadium.	
SUMMARY EXPLANATION AND BACKGROUND: On June 19, 2001, The School Board of Broward County, Florida approved a Reciprocal Lease Agreement with the Town of Davie to provide lighting and electrical service on the existing football/soccer field. The agreement also authorized the Town of Davie to develop a multipurpose practice area and grass parking area on the Nova High School property. The enhancements and improvements were funded at the sole expense of the Town of Davie. Nova High School has received \$250,000 from a donor for the specific purpose of building a sports stadium on the school campus. The First Amendment to the Reciprocal Lease Agreement authorizes the expenditure of the donated funds for the following stadium improvements: <ul style="list-style-type: none">• Installation of concrete bleacher slabs and walkways,• Installation of security fencing for spectators and playing fields, and• Installation of home and visitors bleachers and press box (1,000 home and 500 visitor seating). The Town of Davie shall serve as the construction manager for the project improvements. The Town of Davie agrees to obtain all required UBI inspections from the School Board of Broward County. The Town of Davie has approved this agreement. The agreement has been agreed to form and content by the School Board Attorney.	
MAJOR SYSTEM GOALS: <input type="checkbox"/> Goal One: All students will achieve at their highest potential. <input type="checkbox"/> Goal Two: All schools will have equitable resources. <input type="checkbox"/> Goal Three: All operations of the school system will support and align with student achievement and needs. <input checked="" type="checkbox"/> Goal Four: All stakeholders work together to build a better school system.	
FINANCIAL IMPACT: There is no financial impact to the School Board of Broward County.	
EXHIBITS: (List) 1. Reciprocal Lease Agreement with the Town of Davie	
BOARD ACTION: APPROVED <small>(For Official School Board Records' Office Only)</small>	SOURCE OF ADDITIONAL INFORMATION: <div style="display: flex; justify-content: space-between;"> <div>D Damian Huttenhoff <small>Name</small></div> <div>(954) 760-7477 <small>Phone</small></div> </div>

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

CURRICULUM & INSTRUCTION/STUDENT SUPPORT
DR. EARLEAN C. SMILEY, DEPUTY SUPERINTENDENT

Approved in: Open Board Meeting on: **SEP - 3 2002**
By: Robert D. Parks School Board Chairperson

EXHIBIT C

Schedule of Improvements

Nova High School

Improvement	Approved Cost
• Installation of concrete bleacher slabs and walkways	\$ 45,000.00
• Installation of security fencing for spectators and playing fields	\$ 45,000.00
• Installation of home and visitors bleachers and press box (1000 home and 500 visitor seating)	\$160,000.00

The recreational facilities improvements will be constructed in phases, as funds become available. The Town will construct improvements within this first amendment not to exceed the two hundred fifty thousand (\$250,000) dollars that are available for this project at the present time. SBBC agrees to pay the Town a sum of up to two hundred fifty thousand (\$250,000) dollars after submission of itemized statements for payment to the Superintendent of Schools or his designee. Copies of invoices for services rendered and/or material obtained shall also accompany this statement. SBBC shall reimburse the Town of Davie for improvement expenses within sixty days of payment statement date.

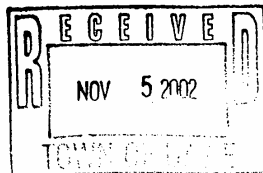


THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

600 SOUTHEAST THIRD AVENUE • FORT LAUDERDALE, FLORIDA 33301-3125 • TEL 954-760-7477 • FAX 954-765-7008

DAMIAN HUTTENHOFF

Director
Student Support



Chairperson
Vice Chairperson

SCHOOL BOARD

DR. ROBERT D. PARKS
JUDIE S. BUDNICK
CAROLE L. ANDREWS
DARLA L. CARTER
PAUL D. EICHNER, ESQ.
BEVERLY A. GALLAGHER
STEPHANIE ARMA KRAFT, ESQ.
LOIS WEXLER
BENJAMIN J. WILLIAMS

DR. FRANK TILL
SUPERINTENDENT OF SCHOOLS

October 31, 2002

Mr. Thomas Willi, Town Administrator
Town of Davie
6591 Orange Drive
Davie, FL 33314

Dear Mr. Willi:

The Town of Davie and the School Board of Broward County approved a reciprocal lease agreement for the football and soccer fields at Nova High. Through this agreement, specific improvements to the Nova High fields, including the lighting of the football/track facility, were performed by the Town of Davie. In addition, through an amendment to the lease agreement, the Town of Davie agreed to serve as construction manager for approximately \$250,000 of site improvements funded by the School Board. The improvements which will begin during the month of November include bleachers, press box, fencing and sidewalks.

I am pleased to advise you that the School Board of Broward County has allocated an additional \$314,621 for the Nova High stadium facility. These funds are designated for resurfacing the track as well as the construction of a concession/restroom/ticket booth/storage facility.

This is to request that the Town of Davie serve as the construction manager for the final phase of the project. Under a Second Amendment to the Lease Agreement, the Town of Davie would agree to construct the additional facility enhancements and the School Board in return would pay the Town \$314,621.

The benefits to both the School Board and the Town of Davie are quite tangible and real. For the first time, the students and parents of Nova High will have an on-campus stadium to call their own. No longer will Nova have to travel away from school for outside home athletic events. The Town of Davie will have access and enjoy for community athletic/recreation use a stadium facility that will seat in excess of 2,000 spectators. With a concession/restroom facility, the stadium will provide the needed comforts and amenities for spectators.

Please advise me of the Town's willingness to serve as the construction manager for phase three of the project. Upon your consent, I will prepare a Second Amendment to the Lease Agreement for approval by our respective political bodies.

I also wish to take this opportunity to commend your staff, especially Bruce Bernard, for his dedication and commitment to the stadium project. There is no question, without the Town's support and willingness to serve as construction manager, the Nova stadium project would have not moved forward. Please note that I have talked to Mr. Bernard regarding phase three of the stadium project.

Sincerely,



Damian Huttenhoff
Director, Student Support

DH:sw
Enclosures

cc: Dr. Earlean C. Smiley, Deputy Superintendent, Curriculum & Instruction/Student Support
Dr. Thomas Geismar, North Central Area Superintendent
John LaCasse, Principal, Nova High
Bruce Bernard, Town of Davie

RESOLUTION NO. R-2003-45

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO RECIPROCAL LEASE AGREEMENT WITH THE TOWN OF DAVIE PREPARED BY THE SCHOOL BOARD OF BROWARD COUNTY FOR THE CONSTRUCTION OF THE NOVA HIGH SCHOOL ATHLETIC FIELD STADIUM.

WHEREAS, the Town of Davie and the School Board of Broward County (SBBC) entered into a lease agreement on June 19, 2001, that provided the Town certain uses of the School Board of Broward County's athletic and recreational facilities at Nova High School; and

WHEREAS, the Town previously funded and has constructed capital improvement at Nova High School which included the installation of lighting and electrical service for an existing football/soccer field, the development of a multipurpose practice field, and the construction of a grass parking area; and

WHEREAS, the Town is presently constructing the First Amendment of the Reciprocal Lease Agreement and the SBBC has appropriated funding to expand the facility to include resurfacing an six (6) lane rubberized track and construction of a restroom/ticket facility for the stadium site; and

WHEREAS, the SBBC has allocated \$314,627.00 for the additional improvements at the stadium site; and

WHEREAS, the Town is desirous of working together with the SBBC to purchase, install, and construct said athletic facility enhancements at Nova High School, and

WHEREAS, the Town and SBBC wish to provide by this Second Amendment to the Agreement with the Town of Davie an expanded scope of funding and construction for additional capital improvements at Nova High School athletic facilities as defined in the Amendment,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Second Amendment to Reciprocal Lease Agreement with the Town of Davie, is hereby approved by the Town Council.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED 19th DAY OF February, 2003



MAYOR/COUNCILMEMBER

Attest:


TOWN CLERK

APPROVED THIS 19th DAY OF February, 2003



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

600 SOUTHEAST THIRD AVENUE • FORT LAUDERDALE, FLORIDA 33301-3125 • TEL. 954-760-7477 • FAX 954-765-7008

DAMIAN HUTTENHOFF

Director
Student Support

SCHOOL BOARD

Chairperson DR. ROBERT D. PARKS
Vice Chairperson JUDIE S. BUDNICK
CAROLE L. ANDREWS
DARLA L. CARTER
PAUL D. EICHNER, ESQ.
BEVERLY A. GALLAGHER
STEPHANIE ARMA KRAFT, ESQ.
LOIS WEXLER
BENJAMIN J. WILLIAMS

DR. FRANK TILL
SUPERINTENDENT OF SCHOOLS

January 24, 2003

Mr. Bruce Bernard, Director
Public Works
Town of Davie
6591 Orange Drive
Davie, FL 33314

Dear Bruce:

Please find attached the Second Amendment to Reciprocal Lease Agreement with the Town of Davie. Under this Agreement, the School Board will fund improvements in the sum of \$314,627 at Nova High School. The specific projects outlined in Exhibit D are eight lane rubberized track and concession/restroom/ticket facility. Under this Agreement, the Town of Davie will be responsible for construction of said projects.

This Agreement has been approved by the school system's legal counsel. Once the Agreement is approved and signed off on by the Town, please return all three signed originals to me for action by the School Board. I will return one fully executed Agreement to you following approval by the School Board.

Sincerely,

Damian Huttenhoff
Director, Student Support

DH:sw
Attachments

cc: Dr. Earlean C. Smiley, Deputy Superintendent, Curriculum & Instruction/Student Support
Dr. Thomas Geismar, North Central Area Superintendent
John LaCasse, Principal, Nova High
David Fenton, Project Manager, Facilities

**SECOND AMENDMENT TO
RECIPROCAL LEASE AGREEMENT
WITH THE TOWN OF DAVIE**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into
as of this _____ day of _____, 2003, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

TOWN OF DAVIE

(hereinafter referred to as "TOWN"),
a municipal corporation operating and
existing under the Laws of the State of Florida,
whose principal place of business is
6591 Orange Drive, Davie, Florida 33314

WHEREAS, the SBBC, and TOWN entered into a Lease Agreement on June 19, 2001, ["Agreement"] that provided the TOWN certain uses of SBBC's athletic and recreational facilities at Nova High School, and

WHEREAS, the TOWN funded and constructed capital improvements at Nova High School to install lighting and electrical service for existing football/soccer field and development of multi-purpose practice area field and grass parking area, and

WHEREAS, the SBBC received a community donation of \$250,000 to further enhance the athletic facilities at Nova High School, and

WHEREAS, the SBBC and the TOWN approved on September 3, 2002 the "First Amendment to Agreement for Lease of Recreational Facilities ["Amendment"] to expend the \$250,000 donation for capital improvements at the Nova High School stadium complex, and

WHEREAS, the SBBC has appropriated, through their District Facilities Work Program, \$314,627 during the 2002-03 school year for improvement and construction of the Nova High School track and stadium, and

WHEREAS, the **TOWN** is desirous of working together with the **SBBC** to purchase, install and construct said athletic facility enhancements to Nova High Stadium through the Second Amendment to Reciprocal Lease Agreement with the **TOWN** as defined herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Section 2.11 of the Agreement, entitled "SCHOOL BOARD IMPROVEMENTS," is hereby amended to read as follows:

2.11 SCHOOL BOARD IMPROVEMENTS. During the term of this Agreement, **SBBC** shall fund certain improvements (hereinafter referred to as "**SBBC IMPROVEMENTS**") to the Leased Premises as more fully described in Exhibit C and Exhibit D which are attached hereto and incorporated herein by reference. **SBBC** agrees that **SBBC IMPROVEMENTS** shall be funded by **SBBC** and constructed by **TOWN** in conformance with all applicable building codes. In no event shall **SBBC** be obligated to expend any public funds for capital improvements in excess of the project cost set forth in Exhibit C and Exhibit D to this Amendment.

2. Section 2.12 of the Agreement, entitled "INVOICING AND PAYMENTS," is hereby amended to read as follows:

2.12 INVOICING AND PAYMENTS. During the construction of capital improvements fully described in Exhibit C and Exhibit D, the **TOWN** will submit itemized statements for payment to the Superintendent of Schools or his designee in the following manner:

A. The **TOWN** shall periodically submit to the Superintendent of Schools or his designee, copies of invoices for services rendered and materials obtained by the contractor(s) with regard to capital improvements listed in Exhibit C and Exhibit D.

3. Section 2.13 of the Agreement, entitled "PROJECT," is hereby amended to read as follows:

2.13 PROJECT. The **TOWN** will make athletic facility enhancements at Nova High School and which shall hereinafter be referred to as Project. A description of the Project is attached hereto as Exhibit C and Exhibit D and is incorporated herein by reference.

4. Section 2.14 of the Agreement, entitled "PLANS," is hereby amended to read as follows:

2.14 **PLANS.** The **TOWN**, as the Construction Manager, will prepare the construction plans for the Project. The plans will be submitted to the Superintendent of Schools or his designee for review and approval. Plans for the Project shall meet the Florida Building Code 2001 and shall meet **SBBC's** materials standards.

5. The Agreement is hereby amended to include the following new section:

2.25 **EXCESS FUNDS.** Any party receiving funds paid by **SBBC** under this Agreement agrees to promptly notify **SBBC** of any funds erroneously received from **SBBC** upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to **SBBC** with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was discovered.

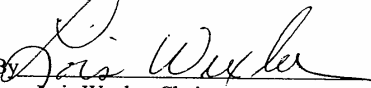
OTHER PROVISIONS IN EFFECT: Except as expressly modified herein, all other provisions contained in the Agreement and Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

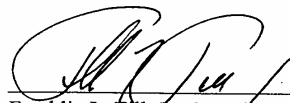
FOR SBBC

(Corporate Seal)

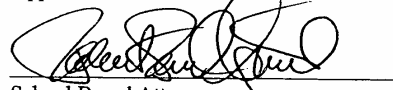
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Lois Wexler, Chair

ATTEST:


Franklin L. Tih, Jr., Superintendent of
Schools

Approved as to Form:

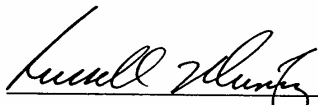

School Board Attorney

FOR TOWN OF DAVIE


(Municipal Seal)

TOWN OF DAVIE

ATTEST:



Town Clerk

By 

Harry Venis, Mayor, Town of Davie

EXHIBIT C

Schedule of Improvements

Nova High School

	I. Improvement	Approved Cost
2	Installation of concrete bleacher slabs and walkways	\$ 45,000.00
3	Installation of security fencing for spectators and playing fields	\$ 45,000.00
4	Installation of home and visitors bleachers and press box (1000 home and 500 visitor seating)	\$160,000.00

The recreational facilities improvements will be constructed in phases, as funds become available. The Town will construct improvements within this first amendment not to exceed the two hundred fifty thousand (\$250,000) dollars that are available for this project at the present time. SBBC agrees to pay the Town a sum of up to two hundred fifty thousand (\$250,000) dollars after submission of itemized statements for payment to the Superintendent of Schools or his designee. Copies of invoices for services rendered and/or material obtained shall also accompany this statement. SBBC shall reimburse the Town of Davie for improvement expenses within sixty days of payment statement date.

EXHIBIT D

Schedule of Improvements

Nova High School

<u>Improvement</u>	<u>Approved Cost</u>
6 lane rubberized track	\$100,000
Concession/Restroom/Ticket Facility	\$214,000

The recreational facilities improvements will be constructed in phases, as funds become available. The TOWN will construct improvements within this second amendment not to exceed the three hundred fourteen thousand dollars (\$314,000) after submission of itemized statements for payment to the Superintendent of Schools or his designee. Copies of invoices for services rendered and/or material obtained shall also accompany this statement. SBBC shall reimburse the TOWN for improvement expenses within sixty days of payment statement date.

AGENDA REQUEST
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

File 133

Meeting Date 4/29/03	<div style="display: flex; justify-content: space-between;"> <div> Open Agenda Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> </div> <div> Time Certain Request Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> </div> </div>	Agenda Item Number F-3
--------------------------------	--	----------------------------------

TITLE: Second Amendment to Reciprocal Lease Agreement with the Town of Davie.	
REQUESTED ACTION: It is requested that The School Board of Broward County, Florida approve the Second Amendment to the Reciprocal Lease Agreement between the Town of Davie and The School Board of Broward County, Florida providing facility enhancements at Nova High School stadium.	
SUMMARY EXPLANATION AND BACKGROUND: On June 19, 2001, The School Board of Broward County, Florida approved a Reciprocal Lease Agreement with the Town of Davie to provide lighting and electrical service for the existing football/soccer field at Nova High School. The agreement also authorized the Town of Davie to develop a multi-purpose practice area and grass parking area on the Nova High School campus. The enhancement and improvement were funded at the sole expense of the Town of Davie. On September 3, 2002, The School Board of Broward County approved the First Amendment to the Reciprocal Lease Agreement. Nova High School received \$250,000 from a donor for the specific purpose of constructing an athletic complex on the school campus. The First Amendment to the Reciprocal Lease Agreement authorized the expenditure of the donated funds for the following stadium enhancements: <ul style="list-style-type: none"> • Installation of concrete bleacher slabs and walkways, • Installation of security fencing for spectators and playing fields, and • Installation of home and visitors bleachers and press box (1,000 home and 500 visitor seating). Under the First Amendment to the Reciprocal Lease Agreement the Town of Davie shall serve as the construction manager for the project improvement. The Town of Davie agreed to obtain all required UBI inspections from The School Board of Broward County, Florida.	
MAJOR SYSTEM GOALS: <input type="checkbox"/> •Goal One: All students will achieve at their highest potential. <input type="checkbox"/> •Goal Two: All schools will have equitable resources. <input type="checkbox"/> •Goal Three: All operations of the school system will support and align with student achievement and needs. <input checked="" type="checkbox"/> •Goal Four: All stakeholders work together to build a better school system.	
FINANCIAL IMPACT: The financial impact to The School Board of Broward County, Florida, is \$314,627. The funding source is the 2002-03 District Facilities Work Plan capital budget.	
EXHIBITS: (List) 1. Second Amendment to Reciprocal Lease Agreement with the Town of Davie 2. Adopted District Facilities Work Program, Fiscal years 2002-03 to 2006-07, Nova High School 3. Reciprocal Lease Agreement with the Town of Davie 4. First Amendment to Reciprocal Lease Agreement with the Town of Davie	
BOARD ACTION: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">APPROVED</div> <small>(For Official School Board Records' Office Only)</small>	SOURCE OF ADDITIONAL INFORMATION: Marc Brown (954) 765-7040 Damian Huttenhoff <i>DH</i> (954) 760-7477 Name Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA *J. Step*

CURRICULUM & INSTRUCTION/STUDENT SUPPORT
DR. EARLEAN C. SMILEY, DEPUTY SUPERINTENDENT

Approved in Open Board Meeting on:

APR 29 2003

By: *Louis Wexler* School Board Chair

April 29, 2003
(Summary Explanation and Background continued)
Page 2

The Second Amendment to the Reciprocal Lease Agreement continues the enhancement of the athletic stadium facility at Nova High School. The School Board of Broward County appropriated through the District Facilities Work Plan, \$314,627 during the 2002-03 school year for improvements to the Nova High School track and stadium.

The capital improvements to be constructed are a concession/restrooms/ticket facility and a resurfaced track with a rubberized surface.

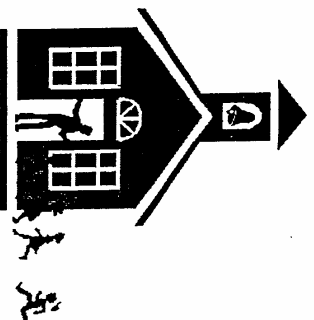
The Town of Davie will continue to serve as the construction manager for the capital enhancements. As construction manager the Town of Davie will prepare the construction plans and construct the enhancements. The plans will be submitted to the Superintendent of Schools or his designee for review and approval.

The Reciprocal Lease Agreement and the First and Second Amendment will ensure the construction of an on campus athletic facility for the students and community of Nova High School. Nova High will be able to enjoy the stadium facility for physical education use, interscholastic sports and student activities. The Town of Davie will enjoy use of the facility for community and recreation use when not used by Nova High School.

The agreement has been approved by the Town of Davie. The agreement has been approved by The School Board Attorney as to form.

Adopted District Facilities Work Program

Fiscal Years 2002-2003 to 2006-2007



August 21, 2002

Dr. Frank Till

Superintendent of Schools

The School Board of Broward County, Florida

On the Internet at www.browardschools.com

"click" on "Adopted District Facilities Work Program"

The School Board of Broward County, Florida
Estimated Appropriations - School by School
Fiscal Years 2002-03 to 2006-07

Project	FY 2002-03	FY 2003-04	FY 2004-05	FY 2005-06	FY 2006-07	Notes	
Nova High							
Stadium Design		150,000		150,000	150,000	Design of a new stadium not to exceed \$150,000	
Classroom Addition	1,868,400	49,513		49,513	1,917,913	12 Classroom Addition to replace portables	
Existing Project	418,964	11,103		11,103	430,067	Blue/Pavement Drive	
Remodeling and Renovation	3,219,820	85,855		85,855	3,325,675	Remove art room, remodel auditorium, renovate locker room, expand weight room, renovate restrooms. Replace fan coil units, replace air handlers, replace electric panels.	
Track Renovations		164,621		164,621	164,621	Resurface asphalt track and conversion to meters if needed.	
Health, Safety and Sanitation		372,481	10,430	11,473	12,620	420,886	ADA Projects Total
ADA		8,850	2,500	23,648	34,998	34,998	ADA Projects Total
Total	5,527,184	842,423	12,930	13,882	916,976	6,444,160	

Nova Middle							
Classroom Addition	2,646,900	70,143			70,143	17 Classroom Addition to replace portables, parking and covered walkways.	
Existing Project	436,701	11,573			11,573	Blue/Pavement Drive	
Remodeling, Renovations & Site Improvement		1,242,448			1,242,448	Remodel or renovate restrooms, irrigation, walks & sodding.	
Health, Safety and Sanitation		130,591	6,151	6,167	8,188		
ADA		35,109		648	139,141		
		247,407	1,248,599	7,415	35,748		
Total	3,083,601			7,444	1519,053		

Legend: Bold Lines: Changes Bold/Italics: Additions to adopted plan

RESOLUTION NO. R-83-59

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO A
LEASE AGREEMENT BETWEEN THE SCHOOL BOARD AND
THE TOWN OF DAVIE, FLORIDA.

WHEREAS, it is considered in the best interests of
the Town of Davie, Florida, to enter into a lease agreement
with the Broward County, Florida, School Board for a site
known as the Western High School site, and,

WHEREAS, it is the purpose and policy of the Town
of Davie to develop, operate and maintain parks and community
recreation facilities;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF DAVIE, FLORIDA:

SECTION 1. That the Town Council of the Town of
Davie authorize acceptance of that certain lease agreement
between the School Board of Broward County, Florida, and the
Town of Davie, a copy of said lease agreement is attached
hereto, labeled as Exhibit "A" and made a part hereto by
reference.

SECTION 2. That the Town Council of the Town of
Davie understands that the lease agreement contemplates a
lease of forty (40) years from the date of execution at a
yearly rental of one dollar (\$1) payable to the School Board
of Broward County on the yearly anniversary of this lease
agreement.

SECTION 3. That the Town Council of the Town of
Davie authorize the Mayor of the Town to execute on behalf of
the Town of Davie said lease agreement attached hereto and
known as Exhibit "A".

SECTION 4. That this Resolution shall take effect immediately upon its passage and adoption by the Town Council.

PASSED AND ADOPTED THIS 15th day of June, 1983.

Paul W. Wain
Mayor/Councilman

Attest:

Patricia Carmo
Town Clerk

Approved this 15th day of June, 1983.

APPLICATION AND LEASE FOR USE OF PUBLIC SCHOOL FACILITIES

TO: Superintendent of Broward County Schools
1320 Southwest Fourth Street
Fort Lauderdale, Florida 33312

(Complete forms in triplicate)

The applicant requests authorization for use of the public school facilities indicated for the purpose and at the times shown below: 1. Softball field 3. Tennis courts 4. Handball court
2. Baseball field 5. Area for Football/Soccer Field
School Western High School Facilities needed 6. 6 outdoor Basketball courts
Dates From July 11, 1983 -- year-round Weekdays 4:4 p.m. -- 10 p.m.
From Saturdays 8:4 a.m. to 4:46 p.m.

Nature and purpose of use Municipal recreation program

Name(s) of Speaker(s) _____

Help required: Custodian _____ To be paid by _____ Special Police No _____ # _____
Town of Davie staff on premises

*** Others _____ To be paid by *** Maintenance on ballfields to be performed
by School Board and reimbursed by the Town of Davie

Name of applicant Town of Davie Community Services Dept.

Broward County headquarters 6591 SW 45 Street, Davie, Florida 33314

If an organization, is it nationwide? _____ When formed? _____ Total Members _____

Is there a permanent organization in Broward County? _____ Number of local members _____

***The Town of Davie will provide a plan for the
President installation of concrete poles, metal halide Phone No. _____
fixtures, and will arrange for the same and pay for

Secretary the above and any statements corresponding to Phone No. _____
the above.

Chairman Restrooms will be provided for the participants Phone No. _____
of the Town by a mutual agreement. T.O.D. will pay for any additions.

Charges: Rental \$ _____ Utilities \$ _____ Custodian \$ _____

Extra help \$ _____ Other \$ _____

A deposit in the amount of \$ _____ must be submitted with application or no later than _____. The deposit will apply toward the total charges.

LIABILITY INSURANCE REQUIREMENTS: Insurance on file at School Board

LIMITS: Bodily Injury \$100,000 per person, \$300,000 per occurrence
Property Damage \$ 25,000 per occurrence

NOTE: A Certificate of Insurance reflecting the above limits and naming the School Board of Broward County as an Additional Insured must be furnished to the Risk Management Department of the School Board at least 48 hours prior to use of facilities referred to herein.

I (person requesting permit), Mayor Richard Marant, signing on behalf of myself and the organization I represent, do hereby solemnly swear or affirm that we support the Constitution of the United States and of the State of Florida. I do hereby also swear or affirm on behalf of the organization named herein that no person is excluded from membership in such organization nor from participating in the activity or program covered by this agreement on the grounds of sex, race, color or national origin.

Date of Application: 6/17/83

(X)

Signature of Applicant

Approved by: _____
Principal

Mayor
Title

Approved by: _____
Superintendent or designee

6591 S.W. 45 St., Davie, FL 33314
Applicant's mailing address

AUTHORIZATION FOR USE OF PUBLIC SCHOOL FACILITIES IS CONDITIONED UPON ADVANCE PAYMENT OF THE CHARGE(S) SHOWN ABOVE AND COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT ATTACHED HERETO.

Original for school file
Copy Risk Management Department - Copy and Provisions to Lessee

Rev. 3/5/1976

W18777

MASTER LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "Board", organized and existing under the laws of the State of Florida, hereinafter referred to as the "City."

W I T N E S S E T H:

WHEREAS, the Board is the controlling body of the Public Schools of Broward County, Florida and does own certain school sites and other real estate parcels located in Broward County, Florida, hereinafter referred to as "school grounds".

WHEREAS, by reason of the heavy demands existing in the City as a result of the increase of the population of school children, the Board is required to expend all of the available money for the operation of classrooms and thus is greatly limited in funds which can be made available for the development and improvements of the school grounds as parks and well-equipped playgrounds; and

WHEREAS, it is the purpose and policy of the City to develop, operate and maintain parks and community recreational facilities; and

WHEREAS, the City is willing to expend certain funds for the equipping and improving of a portion of the school grounds to be used for park and playground purposes in conjunction with the Board; and

WHEREAS, the Board and the City believe that such an arrangement will be of mutual benefit to all parties and will fill a great need in that area of the community and that cooperation between the parties hereto will result in great benefit to the citizens of the

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Board does hereby lease to an area or areas shown on the sketch or sketches attached hereto and made a part hereof as prepared by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA SCHOOL PLANNING DEPARTMENT under the terms and conditions hereinafter set forth.
2. The term for which the City leases said premises is forty (40) years from the date of the execution of a lease agreement (the form of said lease agreement is attached hereto as Exhibit "A" and made a part hereof), at a yearly rental of One Dollar (\$1.00) per year payable to the Board on the yearly anniversary of the lease agreement. It is specifically understood and agreed that by mutual agreement of the parties hereto, the term of this lease may be shortened or extended, subject to the provisions of Paragraph 5 hereinafter set forth.
3. The uses and purposes to which the City shall put said premises shall be for playground and recreational purposes available to the citizens of the area. The facilities herein leased are to be used strictly for recreational purposes and no advertising or food concessions, or the renting of same, shall be permitted unless specifically approved by the Board in writing.

4. The use of said premises by the City shall be limited and restricted so as not to conflict in any way with the use of said property by the Board in its Public Education Program and the use of said property by the City and shall be at all times in compliance with the laws of the State of Florida concerning the use of school property and the location of any and all recreational improvements to be placed on the leased premises, including but not limited to baseball diamonds, buildings, lights, etc. (other than as shown on the attached sketch) shall first be approved in writing by the Board, it being intended that the Board shall have absolute control over the location of any recreational facilities before they are placed on the leased premises. Any facilities placed on said leased premises without the prior written approval of the Board as to location shall immediately be removed or relocated within ten days of written demand by the Board.

5. The City agrees to take such action within its discretion is proper for a playground area on the premises above described, subject, however, to the power and authority of the Board upon 90 days' written notice to the City to cancel this lease as to any designated area which the Board determines is needed exclusively for school building purposes or for any other school purposes. The Board's determination in this regard shall be conclusively binding upon all parties. The City shall likewise have the unqualified right of cancellation of this lease, in whole or as to any designated portion or area of property subject hereto upon 90 days' written notice of cancellation to the Board.

6. (a) It is specifically agreed between the parties hereto that at any time the Board desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the Board so elects, the City shall be given 90 days' written notice prior thereto and in the event of cancellation, the Board shall reimburse the City for the then remaining value of the City installed recreational facilities located on the premises to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the Board; one selected by the City; and the third appraiser selected by the two appraisers appointed.

In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the Board shall pay, in the event it desires to cancel and/or terminate this lease as aforesaid. It is further agreed that the Board shall be obligated to pay the fee of the appraiser selected by the Board; the City shall be obligated to pay the fee of the appraiser selected by the City; and the City and Board shall each pay 50% of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the City shall properly exercise its option to cancel this lease agreement as to the whole or part of the leased premises, the City shall have the right, subject to the Board's purchase option described below, to remove any and all such fixtures and improvements to the property as the City had placed thereupon, except that the City shall not remove sod, landscaping, sand or earth placed upon the premises (except as incidental to removal of other fixtures and/or improvements) and the City shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the premises to the condition which the same was found upon the City's first entering the premises hereunder. If, upon cancellation by the City, the Board wishes to purchase the City installed recreational fixtures and/or improvements, then the City shall sell the same to the Board at a mutually agreed price. However, if the City and Board cannot mutually agree upon such a price (the value of the property to be purchased) then the appraisal method, above described in Section 6a hereof, shall be used to arrive at a binding price.

7. It shall be the responsibility of the City to keep the recreational grounds herein leased clean, sanitary and free from trash and debris, and also the recreational grounds shall be mowed to prevent unsightly accumulation of weeds and other vegetation. Upon failure of the City to comply with the provisions of this section, the Board shall give written notice to the City of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing, the City has not commenced to complete the cleaning and/or mowing of said recreational area, the Board shall have the right to enter upon the premises, remove trash and debris from the area, and/or mow the area and charge the City the cost to the Board for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the City.

Notwithstanding any of the provisions of the foregoing paragraph, the parties further agree that the City, in addition to the above, will clean up the premises after each and every event it sponsors, and the Board will be responsible to clean up after each and every event it sponsors.

8. This entire area will be under the control of the Board during the hours the school on the property adjacent to the leased area is in session. During off-school hours, when the leased area is officially open by the City, control and use of the area will be under the jurisdiction of the City. During the periods that the entire area is under the control of the Board, the provisions of Section 10 hereof shall not be deemed to apply and the School Board shall take full responsibility for the property.

9. The upkeep and maintenance of all areas herein leased by the Board to the City shall be borne by the City and the City agrees at all times to keep the areas herein leased and the equipment placed on said areas properly maintained.

10. The City agrees to relieve the Board from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the City in failing to supply proper supervision of the areas herein leased while so used by the City, and the City further agrees to hold the Board harmless, indemnify and free from all responsibility as a result of any negligence of the City in failing to properly maintain the equipment on the leased areas.

The Board agrees to relieve the City from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the Board in failing to supply proper supervision of the areas herein leased while so used by the Board.

It is further agreed and understood between the parties hereto that neither party to this agreement waives any of its immunity in these premises as may be given to either party by law.

11. At the termination of this lease, in the event the same is not cancelled by the Board or the City prior thereto, all permanent recreational facilities, such as baseball diamonds, lighting facilities, permanent backstops, etc., shall become the property of the Board and the City shall have the right to remove all moveable (non-permanent) recreational facilities.

IN WITNESS WHEREOF, the parties hereto have caused this
Instrument to be signed in their respective names by their proper
officials and under their corporate seals this _____ day of
_____, 19__.

Signed, sealed and delivered

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

By: _____
Chairperson

Attest: _____
Secretary

(SEAL)

Approved as to form:

School Board Attorney

LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "Board",

and, The Town of Davie
hereinafter referred to as the Town.

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Board does hereby lease to the Town
an area or areas shown on the sketch or sketches attached hereto and made
a part hereof as prepared by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SCHOOL PLANNING DEPARTMENT, under the terms and conditions hereinafter
set forth.

2. This Lease Agreement incorporates by reference to the same extent as though fully set out herein all of the provisions, terms, covenants, conditions, powers and contents of the MASTER LEASE AGREEMENT form as the same was executed between the Board and the _____ on the _____ day of _____, 19____. The parties hereto covenant and agree to keep and comply with all of the provisions of the MASTER LEASE AGREEMENT. The parties hereto acknowledge receipt of an executed copy of the MASTER LEASE AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their corporate seals this _____ day of _____, 19____.

Signed, sealed and delivered

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

By: _____
Chairperson

Attest: _____
Secretary

Approved as to form:

School Board Attorney

By: [Signature]

Attest: John C. Adams

Approved as to form: *11*

(SEAL)

(SEAL)

EXHIBIT "A"

Nova HS Improvements \$250,000
Funded By NHS

**FIRST AMENDMENT TO
RECIPROCAL LEASE AGREEMENT
WITH THE TOWN OF DAVIE**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as
of this 3 day of September, 2002, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

TOWN OF DAVIE

(hereinafter referred to as "TOWN"),
a municipal corporation operating and
existing under the Laws of the State of Florida,
whose principal place of business is
6591 Orange Drive, Davie, Florida 33314

WHEREAS, the SBBC, and TOWN entered into a Lease Agreement on June 19,
2001, ["Agreement"] that provided the TOWN certain uses of SBBC's athletic and
recreational facilities at Nova High School, and

WHEREAS, the TOWN funded and constructed capital improvements at Nova
High School to install lighting and electrical service for existing football/soccer field and
development of multi-purpose practice area field and grass parking area, and

WHEREAS, the SBBC has received a community donation of \$250,000 to
further enhance the athletic facilities at Nova High School, and

WHEREAS, the TOWN is desirous of working together with the SBBC to
purchase, install and construct said athletic facility enhancements to Nova High School,

WHEREAS, SBBC and the TOWN wish to provide by this First Amendment to
Agreement for Lease of Recreational Facilities ["Amendment"] an expanded scope of
funding and construction for additional capital improvements at Nova High School
athletic facilities as defined herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. ARTICLE 2.10, entitled TOWN IMPROVEMENTS, of the Agreement is hereby amended to read as follows:

2.10 TOWN IMPROVEMENTS. During the term of this Agreement, the TOWN shall perform certain improvements (hereafter referred to as "TOWN IMPROVEMENTS") to the Leased Premises as more fully described in *Exhibit B* which is attached hereto and incorporated herein by reference. Furthermore, TOWN agrees that the TOWN IMPROVEMENTS described in *Exhibit B* shall be implemented at its sole expense and shall be performed in conformance with all applicable building codes.

2. The Agreement is hereby amended to include the following new articles:

2.11 SCHOOL BOARD IMPROVEMENTS. During the term of this Agreement, SBBC shall fund certain improvements (hereinafter referred to as "SBBC IMPROVEMENTS") to the Leased Premises as more fully described in *Exhibit C* which is attached hereto and incorporated herein by reference. SBBC agrees that SBBC IMPROVEMENTS shall be funded by SBBC and constructed by TOWN in conformance with all applicable building codes. In no event shall SBBC be obligated to expend any public funds for capital improvements in excess of the project cost set forth in *Exhibit C* in this Amendment.

2.12 INVOICING AND PAYMENTS. During the construction of capital improvements fully described in *Exhibit C*, the TOWN will submit itemized statements for payment to the Superintendent of Schools or his designee in the following manner:

A. The TOWN shall periodically submit to the Superintendent of Schools or his designee, copies of invoices for services rendered and materials obtained by the contractor(s) with regard to capital improvements listed in *Exhibit C*.

2.13 PROJECT. The TOWN will make athletic facility enhancements at Nova High School and which shall hereinafter be referred to as Project. A description of the Project is attached hereto as *Exhibit C* and is incorporated herein by reference.

2.14 PLANS. The TOWN, as the Construction Manager, will prepare the construction plans for the Project. The plans will be submitted to the Superintendent of Schools or his designee for review and approval. Plans for the Project shall meet the Florida Building Code 2001 and shall meet SBBC's materials standards.

2.15 CONSTRUCTION MANAGER. The TOWN shall serve as the construction manager for the Project. As construction manager, the TOWN agrees to obtain all necessary permits and approvals and to commence construction of the Project through subcontractors.

2.16 UBI INSPECTIONS. The TOWN agrees to obtain all required UBI inspections from SBBC or from another agency having authority to conduct UBI inspections.

2.17 PROJECT AUDITS. The TOWN'S Project Records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any statements for payment, invoices, descriptions of construction improvements or claims submitted by the TOWN or any of its payees pursuant to this Agreement.

A. Project Records Defined. For the purposes of this Agreement, the term "Project Records" shall include, but not be limited to, accounting records, payroll time sheets, audited and un-audited financial statements to substantiate overhead rates, written policies and procedures, contractor and sub-contractor files (including proposals of successful and unsuccessful subcontractors), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. The TOWN shall be responsible for compliance with any public documents requests made by third persons regarding the Project Records and for any costs and attorney's fees associated with such requests. Records specifically made privileged by state law shall remain privileged notwithstanding the provisions of this Agreement.

2.18 AUDITOR ACCESS. For the purpose of such audits, inspections, examinations and evaluations, The School Board's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by The School Board to the TOWN pursuant to this Agreement.

2.19 AUDITOR WORK SPACE. The School Board's agent or its authorized representative shall have access to all necessary records and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Agreement. The School Board's agent or its authorized representative shall give the TOWN reasonable advance notice of intended audits.

2.20 **AUDIT EXPENSE.** If an audit inspection or examination conducted in accordance with this Agreement discloses overcharges of any nature by the TOWN to The School Board in excess of ten percent (10%) of the total contract billings, the actual cost of The School Board's audit shall be paid by the TOWN.

2.21 **REIMBURSEMENT OF OVERCHARGES.** All costs for which the TOWN is unable to provide support or documentation to substantiate that such costs were incurred as represented by the original breakdown of cost or found not to be in compliance with the provisions of this Agreement shall be disallowed. The TOWN shall reimburse The School Board for any disallowed amounts that were already paid to it by The School Board.

2.22 **CONTRACTOR AUDITS.** The TOWN shall require its contractor and subcontractors to comply with the audit provisions of this Agreement by insertion of these requirements in any written contract. Failure to obtain such written contracts which include such provisions shall constitute good and sufficient grounds for The School Board to exclude some or all of the related costs from amounts payable to the TOWN pursuant to this Agreement.

2.23 **BOND.** Before commencement of the SBBC improvements, the TOWN shall furnish a surety bond pursuant to Section 255.05, Florida Statutes, which guarantees the completion of the Project and the performance of the work necessary to complete the project, as well as full payment of all suppliers, materialmen, laborers or subcontractors employed to provide services to complete the Project. The TOWN agrees to deliver a copy of the surety bond to The School Board in advance of making any improvements to SBBC's property. Such bond shall remain in effect for one (1) year after completion of the Project. In the event of the discovery of any item of defective work and materials, the TOWN shall be responsible to make a claim against the subcontractor's, with notice to the surety.

2.24 **OTHER PROVISIONS IN EFFECT.** Except as expressly modified herein, all other provisions contained in the Agreement remain in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Robert D. Parks
Dr. Robert D. Parks, Chairperson

ATTEST:

Franklin L. Till, Jr.
Franklin L. Till, Jr., Superintendent of
Schools

Approved as to Form:

[Signature]
School Board Attorney

FOR TOWN OF DAVIE

(Municipal Seal)

TOWN OF DAVIE

ATTEST:

Russell Klunz
Town Clerk

By Harry Venis
Harry Venis, Mayor, Town of Davie

AGENDA REQUEST
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date <div style="border: 1px solid black; padding: 2px; text-align: center;">9/3/02</div>	<div style="display: flex; justify-content: space-between;"><div>Open Agenda <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div><div>Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div></div>	Agenda Item Number <div style="border: 1px solid black; padding: 2px; text-align: center;">F-3</div>
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TITLE:	First Amendment to Reciprocal Lease Agreement with the Town of Davie
REQUESTED ACTION:	It is requested that the School Board of Broward County, Florida approve the First Amendment to the Reciprocal Lease Agreement between the Town of Davie and the School Board of Broward County providing facility enhancements at Nova High School stadium.
SUMMARY EXPLANATION AND BACKGROUND:	<p>On June 19, 2001, The School Board of Broward County, Florida approved a Reciprocal Lease Agreement with the Town of Davie to provide lighting and electrical service on the existing football/soccer field. The agreement also authorized the Town of Davie to develop a multipurpose practice area and grass parking area on the Nova High School property. The enhancements and improvements were funded at the sole expense of the Town of Davie.</p> <p>Nova High School has received \$250,000 from a donor for the specific purpose of building a sports stadium on the school campus. The First Amendment to the Reciprocal Lease Agreement authorizes the expenditure of the donated funds for the following stadium improvements:</p> <ul style="list-style-type: none">• Installation of concrete bleacher slabs and walkways,• Installation of security fencing for spectators and playing fields, and• Installation of home and visitors bleachers and press box (1,000 home and 500 visitor seating). <p>The Town of Davie shall serve as the construction manager for the project improvements. The Town of Davie agrees to obtain all required UBI inspections from the School Board of Broward County.</p> <p>The Town of Davie has approved this agreement. The agreement has been agreed to form and content by the School Board Attorney.</p>
MAJOR SYSTEM GOALS:	<div style="margin-bottom: 5px;"><input type="checkbox"/> •Goal One: All students will achieve at their highest potential.</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> •Goal Two: All schools will have equitable resources.</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> •Goal Three: All operations of the school system will support and align with student achievement and needs.</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> •Goal Four: All stakeholders work together to build a better school system.</div>
FINANCIAL IMPACT:	There is no financial impact to the School Board of Broward County.
EXHIBITS: (List)	1. Reciprocal Lease Agreement with the Town of Davie
BOARD ACTION: <div style="text-align: center; font-weight: bold; font-size: 1.2em; margin: 10px 0;">APPROVED</div> <small>(For Official School Board Records' Office Only)</small>	SOURCE OF ADDITIONAL INFORMATION: <div style="display: flex; justify-content: space-between; align-items: flex-start;"><div style="margin-bottom: 5px;"> Damian Huttenhoff</div><div style="margin-bottom: 5px; text-align: right;">(954) 760-7477</div></div> <div style="display: flex; justify-content: space-between;"><small>Name</small><small>Phone</small></div>

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

CURRICULUM & INSTRUCTION/STUDENT SUPPORT
DR. EARLEAN C. SMILEY, DEPUTY SUPERINTENDENT

Approved in: Open Board Meeting on: SEP - 3 2002

By: Robert D. Parks School Board Chairperson

EXHIBIT C

Schedule of Improvements

Nova High School

Improvement	Approved Cost
• Installation of concrete bleacher slabs and walkways	\$ 45,000.00
• Installation of security fencing for spectators and playing fields	\$ 45,000.00
• Installation of home and visitors bleachers and press box (1000 home and 500 visitor seating)	\$160,000.00

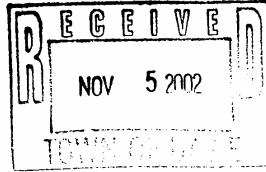
The recreational facilities improvements will be constructed in phases, as funds become available. The Town will construct improvements within this first amendment not to exceed the two hundred fifty thousand (\$250,000) dollars that are available for this project at the present time. SBBC agrees to pay the Town a sum of up to two hundred fifty thousand (\$250,000) dollars after submission of itemized statements for payment to the Superintendent of Schools or his designee. Copies of invoices for services rendered and/or material obtained shall also accompany this statement. SBBC shall reimburse the Town of Davie for improvement expenses within sixty days of payment statement date.



Bruce
DPW to follow-up
Council approved 11/6/02
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

600 SOUTHEAST THIRD AVENUE • FORT LAUDERDALE, FLORIDA 33301-3125 • TEL 954-760-7477 • FAX 954-765-7008

DAMIAN HUTTENHOFF
Director
Student Support



Chairperson
Vice Chairperson

SCHOOL BOARD

DR. ROBERT D. PARKS
JUDIE S. BUDNICK
CAROLE L. ANDREWS
DARLA L. CARTER
PAUL D. EICHNER, ESQ.
BEVERLY A. GALLAGHER
STEPHANIE ARMA KRAFT, ESQ.
LOIS WEXLER
BENJAMIN J. WILLIAMS

October 31, 2002

DR. FRANK TILL
SUPERINTENDENT OF SCHOOLS

Mr. Thomas Willi, Town Administrator
Town of Davie
6591 Orange Drive
Davie, FL 33314

Dear Mr. Willi:

The Town of Davie and the School Board of Broward County approved a reciprocal lease agreement for the football and soccer fields at Nova High. Through this agreement, specific improvements to the Nova High fields, including the lighting of the football/track facility, were performed by the Town of Davie. In addition, through an amendment to the lease agreement, the Town of Davie agreed to serve as construction manager for approximately \$250,000 of site improvements funded by the School Board. The improvements which will begin during the month of November include bleachers, press box, fencing and sidewalks.

I am pleased to advise you that the School Board of Broward County has allocated an additional \$314,621 for the Nova High stadium facility. These funds are designated for resurfacing the track as well as the construction of a concession/restroom/ticket booth/storage facility.

This is to request that the Town of Davie serve as the construction manager for the final phase of the project. Under a Second Amendment to the Lease Agreement, the Town of Davie would agree to construct the additional facility enhancements and the School Board in return would pay the Town \$314,621.

The benefits to both the School Board and the Town of Davie are quite tangible and real. For the first time, the students and parents of Nova High will have an on-campus stadium to call their own. No longer will Nova have to travel away from school for outside home athletic events. The Town of Davie will have access and enjoy for community athletic/recreation use a stadium facility that will seat in excess of 2,000 spectators. With a concession/restroom facility, the stadium will provide the needed comforts and amenities for spectators.

Please advise me of the Town's willingness to serve as the construction manager for phase three of the project. Upon your consent, I will prepare a Second Amendment to the Lease Agreement for approval by our respective political bodies.

I also wish to take this opportunity to commend your staff, especially Bruce Bernard, for his dedication and commitment to the stadium project. There is no question, without the Town's support and willingness to serve as construction manager, the Nova stadium project would have not moved forward. Please note that I have talked to Mr. Bernard regarding phase three of the stadium project.

Sincerely,



Damian Huttenhoff
Director, Student Support

DH:sw
Enclosures

cc: Dr. Earlean C. Smiley, Deputy Superintendent, Curriculum & Instruction/Student Support
Dr. Thomas Geismar, North Central Area Superintendent
John LaCasse, Principal, Nova High
Bruce Bernard, Town of Davie

NOVA HS Improvements (5314,627.)
Funded By NHS
RESOLUTION NO. R-2003-45

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO RECIPROCAL LEASE AGREEMENT WITH THE TOWN OF DAVIE PREPARED BY THE SCHOOL BOARD OF BROWARD COUNTY FOR THE CONSTRUCTION OF THE NOVA HIGH SCHOOL ATHLETIC FIELD STADIUM.

WHEREAS, the Town of Davie and the School Board of Broward County (SBBC) entered into a lease agreement on June 19, 2001, that provided the Town certain uses of the School Board of Broward County's athletic and recreational facilities at Nova High School; and

WHEREAS, the Town previously funded and has constructed capital improvement at Nova High School which included the installation of lighting and electrical service for an existing football/soccer field, the development of a multipurpose practice field, and the construction of a grass parking area; and

WHEREAS, the Town is presently constructing the First Amendment of the Reciprocal Lease Agreement and the SBBC has appropriated funding to expand the facility to include resurfacing an six (6) lane rubberized track and construction of a restroom/ticket facility for the stadium site; and

WHEREAS, the SBBC has allocated \$314,627.00 for the additional improvements at the stadium site; and

WHEREAS, the Town is desirous of working together with the SBBC to purchase, install, and construct said athletic facility enhancements at Nova High School, and

WHEREAS, the Town and SBBC wish to provide by this Second Amendment to the Agreement with the Town of Davie an expanded scope of funding and construction for additional capital improvements at Nova High School athletic facilities as defined in the Amendment,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Second Amendment to Reciprocal Lease Agreement with the Town of Davie, is hereby approved by the Town Council.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED 19th DAY OF February, 2003



MAYOR/COUNCILMEMBER

Attest:



TOWN CLERK

APPROVED THIS 19th DAY OF February, 2003



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

600 SOUTHEAST THIRD AVENUE • FORT LAUDERDALE, FLORIDA 33301-3125 • TEL. 954-760-7477 • FAX 954-765-7008

DAMIAN HUTTENHOFF

Director
Student Support

Chairperson
Vice Chairperson

SCHOOL BOARD

DR. ROBERT D. PARKS
JUDIE S. BUDNICK
CAROLE L. ANDREWS
DARLA L. CARTER
PAUL D. EICHNER, ESQ.
BEVERLY A. GALLAGHER
STEPHANIE ARMA KRAFT, ESQ.
LOIS WEXLER
BENJAMIN J. WILLIAMS

DR. FRANK TILL
SUPERINTENDENT OF SCHOOLS

January 24, 2003

Mr. Bruce Bernard, Director
Public Works
Town of Davie
6591 Orange Drive
Davie, FL 33314

Dear Bruce:

Please find attached the Second Amendment to Reciprocal Lease Agreement with the Town of Davie. Under this Agreement, the School Board will fund improvements in the sum of \$314,627 at Nova High School. The specific projects outlined in Exhibit D are eight lane rubberized track and concession/restroom/ticket facility. Under this Agreement, the Town of Davie will be responsible for construction of said projects.

This Agreement has been approved by the school system's legal counsel. Once the Agreement is approved and signed off on by the Town, please return all three signed originals to me for action by the School Board. I will return one fully executed Agreement to you following approval by the School Board.

Sincerely,

Damian Huttenhoff
Director, Student Support

DH:sw
Attachments

cc: Dr. Earlean C. Smiley, Deputy Superintendent, Curriculum & Instruction/Student Support
Dr. Thomas Geismar, North Central Area Superintendent
John LaCasse, Principal, Nova High
David Fenton, Project Manager, Facilities

**SECOND AMENDMENT TO
RECIPROCAL LEASE AGREEMENT
WITH THE TOWN OF DAVIE**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into
as of this _____ day of _____, 2003, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

TOWN OF DAVIE

(hereinafter referred to as "TOWN"),
a municipal corporation operating and
existing under the Laws of the State of Florida,
whose principal place of business is
6591 Orange Drive, Davie, Florida 33314

WHEREAS, the SBBC, and TOWN entered into a Lease Agreement on June 19, 2001, ["Agreement"] that provided the TOWN certain uses of SBBC's athletic and recreational facilities at Nova High School, and

WHEREAS, the TOWN funded and constructed capital improvements at Nova High School to install lighting and electrical service for existing football/soccer field and development of multi-purpose practice area field and grass parking area, and

WHEREAS, the SBBC received a community donation of \$250,000 to further enhance the athletic facilities at Nova High School, and

WHEREAS, the SBBC and the TOWN approved on September 3, 2002 the "First Amendment to Agreement for Lease of Recreational Facilities ["Amendment"] to expend the \$250,000 donation for capital improvements at the Nova High School stadium complex, and

WHEREAS, the SBBC has appropriated, through their District Facilities Work Program, \$314,627 during the 2002-03 school year for improvement and construction of the Nova High School track and stadium, and

WHEREAS, the TOWN is desirous of working together with the SBBC to purchase, install and construct said athletic facility enhancements to Nova High Stadium through the Second Amendment to Reciprocal Lease Agreement with the TOWN as defined herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Section 2.11 of the Agreement, entitled "SCHOOL BOARD IMPROVEMENTS," is hereby amended to read as follows:

2.11 SCHOOL BOARD IMPROVEMENTS. During the term of this Agreement, SBBC shall fund certain improvements (hereinafter referred to as "SBBC IMPROVEMENTS") to the Leased Premises as more fully described in Exhibit C and Exhibit D which are attached hereto and incorporated herein by reference. SBBC agrees that SBBC IMPROVEMENTS shall be funded by SBBC and constructed by TOWN in conformance with all applicable building codes. In no event shall SBBC be obligated to expend any public funds for capital improvements in excess of the project cost set forth in Exhibit C and Exhibit D to this Amendment.

2. Section 2.12 of the Agreement, entitled "INVOICING AND PAYMENTS," is hereby amended to read as follows:

2.12 INVOICING AND PAYMENTS. During the construction of capital improvements fully described in Exhibit C and Exhibit D, the TOWN will submit itemized statements for payment to the Superintendent of Schools or his designee in the following manner:

A. The TOWN shall periodically submit to the Superintendent of Schools or his designee, copies of invoices for services rendered and materials obtained by the contractor(s) with regard to capital improvements listed in Exhibit C and Exhibit D.

3. Section 2.13 of the Agreement, entitled "PROJECT," is hereby amended to read as follows:

2.13 PROJECT. The TOWN will make athletic facility enhancements at Nova High School and which shall hereinafter be referred to as Project. A description of the Project is attached hereto as Exhibit C and Exhibit D and is incorporated herein by reference.

4. Section 2.14 of the Agreement, entitled "PLANS," is hereby amended to read as follows:

2.14 **PLANS.** The **TOWN**, as the Construction Manager, will prepare the construction plans for the Project. The plans will be submitted to the Superintendent of Schools or his designee for review and approval. Plans for the Project shall meet the Florida Building Code 2001 and shall meet **SBBC's** materials standards.

5. The Agreement is hereby amended to include the following new section:

2.25 **EXCESS FUNDS.** Any party receiving funds paid by **SBBC** under this Agreement agrees to promptly notify **SBBC** of any funds erroneously received from **SBBC** upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to **SBBC** with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was discovered.

OTHER PROVISIONS IN EFFECT: Except as expressly modified herein, all other provisions contained in the Agreement and Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

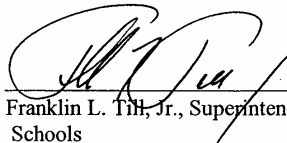
FOR SBBC

(Corporate Seal)

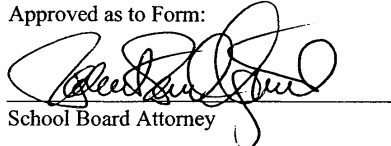
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Lois Wexler, Chair

ATTEST:


Franklin L. Till, Jr., Superintendent of
Schools

Approved as to Form:



School Board Attorney

FOR TOWN OF DAVIE

(Municipal Seal)


TOWN OF DAVIE

ATTEST:



Town Clerk

By



Harry Venis, Mayor, Town of Davie

EXHIBIT C

Schedule of Improvements

Nova High School

	I. Improvement	Approved Cost
2	Installation of concrete bleacher slabs and walkways	\$ 45,000.00
3	Installation of security fencing for spectators and playing fields	\$ 45,000.00
4	Installation of home and visitors bleachers and press box (1000 home and 500 visitor seating)	\$160,000.00

The recreational facilities improvements will be constructed in phases, as funds become available. The Town will construct improvements within this first amendment not to exceed the two hundred fifty thousand (\$250,000) dollars that are available for this project at the present time. SBBC agrees to pay the Town a sum of up to two hundred fifty thousand (\$250,000) dollars after submission of itemized statements for payment to the Superintendent of Schools or his designee. Copies of invoices for services rendered and/or material obtained shall also accompany this statement. SBBC shall reimburse the Town of Davie for improvement expenses within sixty days of payment statement date.

EXHIBIT D

Schedule of Improvements

Nova High School

<u>Improvement</u>	<u>Approved Cost</u>
6 lane rubberized track	\$100,000
Concession/Restroom/Ticket Facility	\$214,000

The recreational facilities improvements will be constructed in phases, as funds become available. The TOWN will construct improvements within this second amendment not to exceed the three hundred fourteen thousand dollars (\$314,000) after submission of itemized statements for payment to the Superintendent of Schools or his designee. Copies of invoices for services rendered and/or material obtained shall also accompany this statement. SBBC shall reimburse the TOWN for improvement expenses within sixty days of payment statement date.

AGENDA REQUEST
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

File BK

Meeting Date 4/29/03	<div style="display: flex; justify-content: space-between;"> <div>Open Agenda <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> <div>Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> </div>	Agenda Item Number F-3
--------------------------------	--	----------------------------------

TITLE:	Second Amendment to Reciprocal Lease Agreement with the Town of Davie.
REQUESTED ACTION:	It is requested that The School Board of Broward County, Florida approve the Second Amendment to the Reciprocal Lease Agreement between the Town of Davie and The School Board of Broward County, Florida providing facility enhancements at Nova High School stadium.
SUMMARY EXPLANATION AND BACKGROUND:	<p>On June 19, 2001, The School Board of Broward County, Florida approved a Reciprocal Lease Agreement with the Town of Davie to provide lighting and electrical service for the existing football/soccer field at Nova High School. The agreement also authorized the Town of Davie to develop a multi-purpose practice area and grass parking area on the Nova High School campus. The enhancement and improvement were funded at the sole expense of the Town of Davie.</p> <p>On September 3, 2002, The School Board of Broward County approved the First Amendment to the Reciprocal Lease Agreement. Nova High School received \$250,000 from a donor for the specific purpose of constructing an athletic complex on the school campus. The First Amendment to the Reciprocal Lease Agreement authorized the expenditure of the donated funds for the following stadium enhancements:</p> <ul style="list-style-type: none"> • Installation of concrete bleacher slabs and walkways, • Installation of security fencing for spectators and playing fields, and • Installation of home and visitors bleachers and press box (1,000 home and 500 visitor seating). <p>Under the First Amendment to the Reciprocal Lease Agreement the Town of Davie shall serve as the construction manager for the project improvement. The Town of Davie agreed to obtain all required UBI inspections from The School Board of Broward County, Florida.</p>
MAJOR SYSTEM GOALS:	<p>• Goal One: All students will achieve at their highest potential.</p> <p>• Goal Two: All schools will have equitable resources.</p> <p>• Goal Three: All operations of the school system will support and align with student achievement and needs.</p> <p><input checked="" type="checkbox"/> • Goal Four: All stakeholders work together to build a better school system.</p>
FINANCIAL IMPACT:	The financial impact to The School Board of Broward County, Florida, is \$314,627. The funding source is the 2002-03 District Facilities Work Plan capital budget.
EXHIBITS: (List)	<ol style="list-style-type: none"> 1. Second Amendment to Reciprocal Lease Agreement with the Town of Davie 2. Adopted District Facilities Work Program, Fiscal years 2002-03 to 2006-07, Nova High School 3. Reciprocal Lease Agreement with the Town of Davie 4. First Amendment to Reciprocal Lease Agreement with the Town of Davie
BOARD ACTION: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">APPROVED</div> <p style="font-size: 0.8em;">(For Official School Board Records' Office Only)</p>	SOURCE OF ADDITIONAL INFORMATION: Marc Brown (954) 765-7040 Damian Huttenhoff <i>AD</i> (954) 760-7477 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Name Phone </div>

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA *J Step*

CURRICULUM & INSTRUCTION/STUDENT SUPPORT
DR. EARLEAN C. SMILEY, DEPUTY SUPERINTENDENT

APR 29 2003

Approved in Open Board Meeting on: _____

By: *Lois Weyler* School Board Chair

April 29, 2003
(Summary Explanation and Background continued)
Page 2

The Second Amendment to the Reciprocal Lease Agreement continues the enhancement of the athletic stadium facility at Nova High School. The School Board of Broward County appropriated through the District Facilities Work Plan, \$314,627 during the 2002-03 school year for improvements to the Nova High School track and stadium.

The capital improvements to be constructed are a concession/restrooms/ticket facility and a resurfaced track with a rubberized surface.

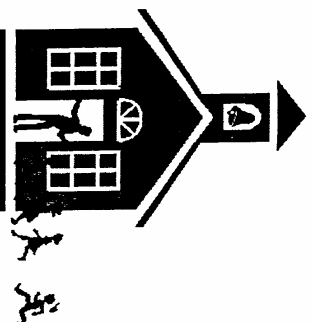
The Town of Davie will continue to serve as the construction manager for the capital enhancements. As construction manager the Town of Davie will prepare the construction plans and construct the enhancements. The plans will be submitted to the Superintendent of Schools or his designee for review and approval.

The Reciprocal Lease Agreement and the First and Second Amendment will ensure the construction of an on campus athletic facility for the students and community of Nova High School. Nova High will be able to enjoy the stadium facility for physical education use, interscholastic sports and student activities. The Town of Davie will enjoy use of the facility for community and recreation use when not used by Nova High School.

The agreement has been approved by the Town of Davie. The agreement has been approved by The School Board Attorney as to form.

Adopted District Facilities Work Program

Fiscal Years 2002-2003 to 2006-2007



August 21, 2002

Dr. Frank Till

Superintendent of Schools

The School Board of Broward County, Florida

On the Internet at www.browardschools.com

"click" on "Adopted District Facilities Work Program"

The School Board of Broward County, Florida
Estimated Appropriations - School by School
Fiscal Years 2002-03 to 2006-07

Nova High									
Stadium Design	156,000				156,000		156,000	Design of a new Stadium not to exceed \$150,000	
Classroom Addition	1,868,400	49,513			49,513		1,917,913	12 Classroom Addition to replace portables	
Existing Project	418,964	11,103			11,103		430,067	Buy/Lease Drive	
Remodeling and Renovation	3,219,320	85,855			85,855		3,325,675	Renovate art room, remodel auditorium, renovate locker room, expand weight room, renovate restroom. Replace fan coil units, replace air handlers, replace electric panels.	
Track Renovations	164,621				164,621		164,621	Renovate asphalt track and conversion to meet if needed.	
Health, Safety and Sanitation		372,481	10,420	11,473	12,620	13,882	420,886	Safety Projects Total	
ADA		8,850	2,500	23,848	35,121	12,620	34,998	ADA Projects Total	
Total	5,527,184	842,423	12,920	35,121	12,620	13,882	916,976	6,444,160	

Nova Middle									
Classroom Addition	2,646,900	70,143			70,143		17 Classroom Addition to replace portables, parking and covered walkways		
Existing Project	436,701	11,573			11,573		Buy/Lease Drive		
Remodeling, Renovations & Site Improvement		1,242,448			1,242,448		Remodel or renovate restrooms, irrigation, walls & roofing		
Health, Safety and Sanitation		120,591	6,151	6,762		7,444	8,188	Safety Projects Total	
ADA		35,400		648		35,748		ADA Projects Total	
Total	3,083,601	247,407	1,248,599	7,415	7,444	8,188	1,519,055	4,602,654	

Legend: Bold Lines: Changes *Bold/Italics:* Additions to adopted plan



R 96-183 Town + SBAC - Flamingo Park
R 99-81 Town + SBAC - Flamingo Park

Administration 797-1030
Administrative Services 797-1020
Budget & Finance 797-1050
Community Services 797-1145
Development Services 797-2076
Engineering 797-1070
Fire Department 797-1090
Police Department 797-1200
Public Works 797-1240
Utilities 433-4000

TOWN OF DAVIE 6591 SW 45th Street, Davie, Florida 33314-3399

(305) 797-1000

July 8, 1996

Mr. Chuck Fink
Broward County School Board
1320 SW 4 St.
Ft. Lauderdale, FL 33312

Dear Mr. Fink,

Enclosed please find the original amendment to the Lease Agreement between the School Board of Broward County, Florida and the Town of Davie. This lease agreement is for the athletic fields located on the Flamingo Elementary School Site.

Please have Lois Wexler execute this document, as indicated on the last page, and return the original to me at the Town of Davie.

I appreciate your help in getting this document executed as quickly as possible.

Sincerely,

Sharon Kent, CLP
Community Services Director

1 Enc:

cc: Correspondence file

RESOLUTION NO. R-96-183

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE
LEASE AGREEMENT BETWEEN FLAMINGO ELEMENTARY SCHOOL SITE
(2541) AND THE TOWN OF DAVIE, FLORIDA

WHEREAS, the Town of Davie approved a lease agreement by Resolution R-95-199 on
July 19, 1995, for certain property located on Flamingo Elementary School Site (2541) for a
period of forty (40) years; and

WHEREAS, the athletic fields will be shared by three user groups and it is in the best in-
terest to determine a facility schedule for the site; and

WHEREAS, the three user groups have determined the facility schedule as to avoid the
overlapping of activities; and

WHEREAS, it is considered in the best interest of the Town of Davie, Florida, to contin-
ue the agreement; and

WHEREAS, the Town desires to authorized execution of said amended agreement, at-
tached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
DAVIE, FLORIDA.

Section 1. The Town Council of the Town of Davie does hereby approve an amendment
to the lease agreement with Flamingo Elementary School Site (2541), providing for the sched-
ule of the facility and a copy of said amendment to lease agreement, attached as Exhibit "A".

Section 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 19th DAY OF JUNE, 1996



MAYOR/COUNCILMEMBER

ATTEST:



TOWN CLERK

APPROVED THIS 19th DAY OF JUNE, 1996

Exhibit "A"

AMENDMENT TO LEASE AGREEMENT

THIS, AN AMENDMENT TO LEASE AGREEMENT" dated July 19, 1996, 1996, between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "BOARD";

and

THE TOWN OF DAVIE, hereinafter referred to as the "TOWN".

WITNESSETH:

WHEREAS, on July 19, 1995, the BOARD and the Town entered into a Lease Agreement, attached hereto as Exhibit "A", wherein the BOARD leased to the TOWN a portion of certain property known as Flamingo Elementary School.

WHEREAS, the TOWN has requested that the lease be modified to reflect the proposed usage of the area leased;

WHEREAS, the Board and wishes to accommodate the TOWN and encourage the use of school grounds for community use;

WHEREAS, pursuant to Resolution #96-183 adopted on July 19, 1996, the proper TOWN officials were authorized to execute this "Amendment to Lease Agreement";

NOW, THEREFORE,

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the BOARD and the TOWN agree as follows:

1. The foregoing recitals are true, correct and hereby incorporated into this Lease Agreement.
2. Paragraph 8 of said Lease Agreement dated July 19, 1995, is hereby deleted and in its place a new Paragraph 8 is added to read as follows:

This entire area will be under the control of the Board during regular school days of the following:

Flamingo Elementary	- 7:30 am thru 3:00 pm
Western High	- 3:00 pm thru 6:00 pm
Town of Davie	- 6:00 pm thru 11:00 pm

AMENDMENT TO LEASE AGREEMENT
FLAMINGO ELEMENTARY SCHOOL
Page Two

During weekends, holidays and summer, the TOWN will have priority use of the leased area. During these times, when the leased area is officially open by the TOWN, control and use of the area will be under the jurisdiction of the TOWN. During periods that the entire area is under the control of the BOARD, the provisions of Section 10 hereof shall not be deemed to apply and the BOARD shall take full responsibility for the property.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

(SEAL)

WITNESSES:

For y mller

Elmer Blackstar

(SEAL)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: _____
Lois Wexler, Chairperson

Attest: _____
Secretary

Approved as to form:

School Board Attorney

TOWN OF DAVIE
[Signature]
Mayor

[Signature]
Town Clerk

Approved as to form:
[Signature]
Town Attorney

RESOLUTION NO. R-95-199

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, TO ENTER INTO A LEASE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE TOWN OF DAVIE, FLORIDA.

WHEREAS, the School Board of Broward County, Florida, is the controlling body of the public schools of Broward County, Florida, and does own and operate a certain school known as Flamingo Elementary Site (2541) and;

WHEREAS, by reason of the heavy demands existing in the Town as a result of the increase of the population of school children, the School Board of Broward County is required to expend all of the available money for the operation of classrooms and thus is greatly limited in funds which can be made available for the development and improvement of the school grounds as parks and well-equipped playgrounds;

WHEREAS, it is the purpose and policy of the Town of Davie to develop, operate and maintain parks and community recreational facilities;

WHEREAS, the Town of Davie is willing to expend capital improvement funds for the improvement of a portion of the school grounds to be used for park and playground purposes in conjunction with the School Board of Broward County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

Section 1. That the Town Council of the Town of Davie authorizes acceptance of this Lease Agreement attached hereto marked Exhibit "A" and made a part hereof by reference.


Section 2. The Town Council of the Town of Davie understands that this Lease Agreement contemplates a Lease of forty (40) years from the date of execution at a yearly rental of One Dollar (\$1.00) per year payable to the School Board of Broward County on the yearly anniversary of this Lease Agreement.

Section 3. The Town Council of the Town of Davie authorizes the Mayor to execute this Lease Agreement on behalf of the Town of Davie, attached hereto as Exhibit "A".

Section 4. The effective date of the Lease Agreement between the School Board of Broward County and the Town of Davie shall be the 15th day of August, 1995.

Section 5. That this resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 19th DAY OF JULY, 1995


MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 19th DAY OF JULY, 1995

EXHIBIT "A"

MASTER RECREATION LEASE AGREEMENT
FOR THE GROUNDS AT
FLAMINGO ELEMENTARY SCHOOL

THIS AGREEMENT, made and entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "Board", and the Town of Davie, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Town".

WITNESSETH:

WHEREAS, the Board is the controlling body of the Public Schools of Broward County, Florida, and does own certain school sites and other real estate parcels located in Broward County, Florida, hereinafter referred to as "school grounds".

WHEREAS, it is the purpose and policy of the Town to develop, operate and maintain parks and community recreational facilities; and

WHEREAS, the Town is willing to expend certain funds for the equipping and improving of a portion of the school grounds to be used for park and playground purposes in conjunction with the Board; and

WHEREAS, the Board and the Town believe that such an arrangement will be of mutual benefit to all parties and will fill a great need in that area of the community and that cooperation between the parties hereto will result in great benefit to the citizens of the Town of Davie.

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Board does hereby lease to the Town of Davie an area or areas shown on the sketch or sketches attached hereto and made a part hereof as prepared by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, SCHOOL PLANNING DEPARTMENT, under the terms and conditions hereinafter set forth.

2. The term for which the Town leases said premises is forty (40) years from the date of the execution of a lease agreement (the form of said lease agreement is attached hereto as Exhibit "A" and made a part hereof), at a yearly rental of One Dollar (\$1.00) per year payable to the Board on the yearly anniversary of the lease agreement. It is specifically understood and agreed that by mutual agreement of the parties hereto, the term of this lease may be shortened or extended, subject to the provisions of Paragraph 5 hereinafter set forth.

3. The uses and purposes to which the Town shall put said premises shall be for the playground and recreational purposes available to the citizens of the area. The facilities herein leased are to be used strictly for recreational purposes and no advertising or food concessions, or the renting of same, shall be permitted unless specifically approved by the Board in writing.

4. The use of said premises by the Town shall be limited and restricted so as not to conflict in any way with the use of said property by the Board in its Public Education Program and the use of said property by the Town shall be at all times in compliance with the laws of the State of Florida concerning the use of school property and the location of any and all recreational improvements to be placed on the leased premises, including but not limited to baseball diamonds, buildings, lights, etc. (other than as shown on the attached sketch) shall first be approved in writing by the Board, it being intended that the Board shall have absolute control over the location of any recreational facilities before they are placed on the leased premises. Any facilities placed on said leased premises without the prior written approval of the Board as to location shall immediately be removed or relocated within ten (10) days of written demand by the Board.

5. The Town agrees to take such action within its discretion that is proper for a playground area on the premises above described, subject, however, to the power and authority of the Board upon ninety (90) days written notice to the Town to cancel this lease as to any designated area which the Board determines is needed exclusively for school building purposes or for any other school purposes. The Board's determination in this regard shall be conclusively binding upon all parties. The Town shall likewise have the unqualified right of cancellation of this lease, in whole or as to any designated portion or area of property subject hereto upon ninety (90) days written notice of cancellation to the Board.

6. (a) It is specifically agreed between the parties hereto that at any time the Board desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the Board so elects, the Town shall be given ninety (90) days written notice prior thereto and in the event of cancellation, the Board shall reimburse the Town for the then remaining value of the Town installed recreational facilities located on the premises to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the Board; one selected by the Town; and the third appraiser selected by the two appraisers appointed.

In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the Board shall pay, in the event it desires to cancel and/or terminate this lease as aforesaid. It is further agreed that the Board shall be obligated to pay the fee of the appraiser selected by the Board; the Town shall be obligated to pay the fee of the appraiser selected by the Town; and the Town and Board shall each pay 50% of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the Town shall properly exercise its option to cancel this lease agreement as to the whole or part of the leased premises, the Town shall have the right, subject to the Board's purchase option described below, to remove any and all such fixtures and improvements to the property as the Town had placed thereupon, except that the Town shall not remove sod, landscaping, sand or earth placed upon the premises (except as incidental to removal of other fixtures and/or improvements) and the Town shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the premises to the condition which the same was found upon the Town's first entering the premises hereunder. If, upon cancellation by the Town, the Board wishes to purchase the Town installed recreational fixtures and/or improvements, then the Town shall sell the same to the Board at a mutually agreed price. However, if the Town and Board cannot mutually agree upon such a price (the value of the property to be purchased) then the appraisal method, above described in Section 6a hereof, shall be used to arrive at a binding price.

7. It shall be the responsibility of the Town to keep the recreational grounds herein leased, clean, sanitary and free from trash and debris, and also the recreational grounds shall be mowed to prevent unsightly accumulation of weeds and other vegetation. Upon failure of the Town to comply with the provisions of this section, the Board shall give

written notice to the Town of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing, the Town has not commenced to complete the clearing and/or mowing of said recreational area, the Board shall have the right to enter upon the premises, remove trash and debris from the area, and/or mow the area and charge the Town the cost to the Board for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the Town.

Notwithstanding any of the provisions of the foregoing paragraph, the parties further agree that the Town, in addition to the above, will clean up the premises after each and every event it sponsors, and the Board will be responsible to clean up after each and every event it sponsors.

8. This entire area will be under the control of the Board during the hours the school on the property adjacent to the leased area is in session. During off-school hours, when the leased area is officially open by the Town, control and use of the area will be under the jurisdiction of the Town. During the periods that the entire area is under the control of the Board, the provisions of Section 10 hereof shall not be deemed to apply and the Board shall take full responsibility for the property.

9. The upkeep and maintenance of all areas herein leased by the Board to the Town shall be borne by the Town and the Town agrees at all times to keep the areas herein leased and the equipment placed on said areas properly maintained.

10. The Town agrees to relieve the Board from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the Town in failing to supply proper supervision of the areas herein leased while so used by the Town, and the Town further agrees to hold the Board harmless, indemnify and free from all responsibility as a result of any negligence of the Town in failing to properly maintain the equipment on the leased areas.

The Board agrees to relieve the Town from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the Board in failing to supply proper supervision of the areas herein leased while so used by the Board.

It is further agreed and understood between the parties hereto that neither party to this agreement waives any of its immunity in these premises as may be given to either party by law.

11. At the termination of this lease, in the event the same is not cancelled by the Board or the Town prior thereto, all permanent recreational facilities, such as baseball diamonds, lighting facilities, permanent backstops, etc., shall become the property of the Board and the Town shall have the right to remove all moveable (non-permanent) recreational facilities.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their corporate seals this 14th day of July, 1975.

Signed, sealed and delivered

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: _____
Chairperson

Attest: _____
Secretary

(SEAL)

Approved as to form:

School Board Attorney

Signed, sealed and delivered

THE TOWN OF DAVIE

Barbara Pergemini

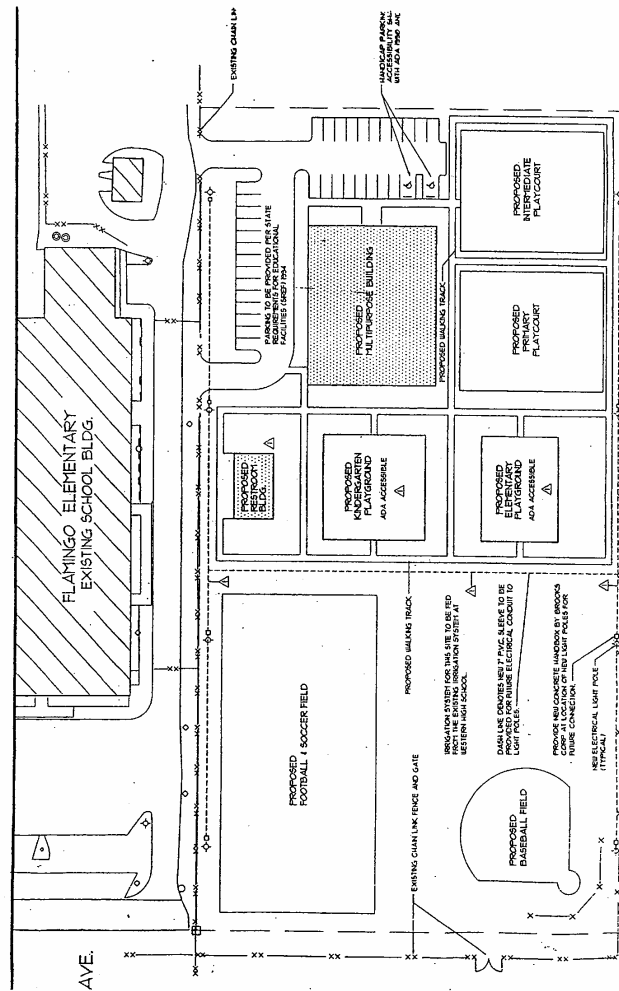
By: James M. Bush 7/19/75
-Mayor-

Patricia O'Brien

Attest: goprd

Approved as to form:

[Signature]
Town Attorney



RESOLUTION NO. R-99-81

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SUBLEASE AGREEMENT BETWEEN THE TOWN OF DAVIE AND BOYS CLUB OF BROWARD COUNTY, INC. DOING BUSINESS AS BOYS & GIRLS CLUB OF BROWARD COUNTY, FOR A SITE LOCATED AT FLAMINGO ELEMENTARY SCHOOL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the policy of the Town of Davie to develop, operate and maintain parks and community recreational facilities within the Town; and

WHEREAS, the Town is desirous of utilizing a portion of the school grounds of Flamingo Elementary School which would be subleased, in whole or in part, to a tax exempt organization to be used for community, cultural, educational and recreational purposes; and

WHEREAS, in order to meet the goals stated above, the Town has entered into a Lease Agreement with The School Board of Broward County, Florida to lease 4.4996 acres at Flamingo Elementary School; and

WHEREAS, to facilitate the construction and operation of a community, cultural, educational and recreational facility, the Town wishes to enter into a Sublease Agreement with Boys Club of Broward County, Inc. doing business as Boys & Girls Club of Broward County, to sublease 1.6690 acres at Flamingo Elementary School, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. That the Sublease Agreement between the Town of Davie, Florida and Boys Club of Broward County, Inc. doing business as Boys & Girls Club of Broward County, a copy of which is attached hereto as Exhibit "A", is hereby approved.


SECTION 2. The Mayor is hereby authorized to execute the agreement on behalf of the Town.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 3rd DAY OF March, 1999.


MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 3rd DAY OF March, 1999.

Exhibit N

LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "BOARD," and the TOWN OF DAVIE, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "TOWN."

WITNESSETH:

WHEREAS, the BOARD is the controlling body of the Public Schools of Broward County, Florida and does own one school site designated as **Fleming Elementary** located in Broward County, Florida, hereinafter referred to as "school grounds"; and

WHEREAS, it is the purpose and policy of the TOWN to develop, operate and maintain parks and community recreational facilities; and

WHEREAS, the BOARD and the TOWN believe that such an arrangement will be of mutual benefit to all parties and will fill a great need in that area of the community and that cooperation between the parties hereto will result in great benefit to the citizens of the TOWN and the County;

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The lease agreement dated the 19th day of July 1995 between the TOWN and the BOARD is hereby canceled, and is no longer in force and effect.
3. The BOARD does hereby lease to the TOWN the property described in Exhibit "A" which is attached and made a part hereof as prepared by The School Board of Broward County, Florida, under the terms and conditions hereinafter set forth.
4. The term for which the TOWN leases said premises is 40 years from the date of the execution of this lease agreement by the party, at a yearly rental of One Dollar (\$1.00) per year payable to the BOARD on the yearly anniversary of the lease agreement. It is specifically understood and agreed that by mutual agreement of the party hereto, the term of this lease

may be shortened or extended, subject to the provisions of Paragraph 8 hereinafter set forth.

5. The BOARD and TOWN specifically agree and understand that the TOWN may only sublease the leased property as identified in Exhibit "B" for the purpose of the construction and operation of a facility to be used for the benefit of The Boys and Girls Club of Broward County a tax exempt organization under Section 501(c) of the Internal Revenue Code.

6. The property herein leased is to be used strictly for recreational purposes available to the citizens of the area except for the area that may be sublet under Paragraph 5. The facilities herein leased are to be used strictly as stated herein and no other use shall be permitted unless specifically approved by the BOARD in writing.

7. (a) The use of said premises by the TOWN shall be limited and restricted so as not to conflict in any way with the use of said property by the BOARD in its Public Education Program and the use of said property by the TOWN shall be at all times in compliance with the laws of The State of Florida concerning the use of school property and the location of any and all improvements to be placed on the leased premises, including but not limited to baseball diamonds, buildings, lights, etc. (other than as shown on Exhibit "C" attached hereto) shall first be approved in writing by the BOARD, it being intended that the BOARD shall have absolute control over the location of any facilities before they are placed on the leased premises. Any facilities placed on said leased premise without the prior written approval of the BOARD as to location shall immediately be removed or relocated within ten (10) days of written demand by the BOARD.

(b) Any and all construction related activity shall be required to utilize SW 130th Avenue for access to the leased area. Any and all contractors utilized by the Town or the Sublessee shall be required to have all its employees, sub-contractors or agents who will be entering onto School Board property as a result of this lease to wear, while on School Board property, a photo identification badge issued by the School Board in accordance with School Board standard operating procedures.

8. (a) The TOWN and BOARD agree that this lease may only be canceled or terminated by mutual consent of both parties hereto for the area which may be sublet under Paragraph 5.

(b) All other areas leased to the TOWN shall be subject to the power and authority of the Board upon 90 days written notice to the TOWN to cancel this lease as to any designated area which the BOARD determines is needed exclusively for school building purposes or for any other school purposes. The Board's determination in this regard shall be conclusively binding upon all parties.

(c) The TOWN shall likewise have the unqualified right of cancellation of this lease, in whole or as to any designated portion or area of

property subject hereto upon 90 days written notice of cancellation to the BOARD.

9. (a) It is specifically agreed between the parties hereto that at any time the BOARD desires to cancel and/or terminate this entire lease or a part thereof, with the exception of the area as described in exhibit "B", it shall have the conclusive right to do so, provided, however, that in the event the BOARD so elects, the TOWN shall be given 90 days written notice prior thereto and in the event of cancellation, the BOARD shall reimburse the TOWN for the then remaining value of the TOWN installed facilities located on the premises to be terminated, not including sod, landscaping, sand or earth. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the BOARD; one selected by the TOWN; and the third appraiser selected by the two appraisers appointed.

In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the BOARD shall pay, in the event it desires to cancel and/or terminate this lease as aforesaid. It is further agreed that the BOARD shall be obligated to pay the fee of the appraiser selected by the BOARD; the TOWN shall be obligated to pay the fee of the appraiser selected by the TOWN; and the TOWN and BOARD shall each pay 50% of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the TOWN shall properly exercise its right to cancel this lease agreement as to the whole or part of the leased premises, the TOWN shall have the right, subject to the Board's purchase option described below, to remove any and all such fixtures and improvements to the property as the TOWN had placed thereupon, except that the TOWN shall not remove sod, landscaping, sand or earth placed upon the premises (except as incidental to removal of other fixtures and/or improvements) and the TOWN shall, in the case of removal of fixtures and improvements, reestablish the normal grade of the premises to the condition which the same was found upon the Town's first entering the premises hereunder. If, upon cancellation by the TOWN, the BOARD wishes to purchase the TOWN installed improvements, then the TOWN shall sell the same to the BOARD at a mutually agreed price. However, if the TOWN and BOARD cannot mutually agree upon such a price (the value of the property to be purchased) then the appraisal method, described above in Section 9a hereof, shall be used to arrive at a binding price.

10. It shall be the responsibility of the TOWN to keep the grounds and facilities herein leased, clean, sanitary and free from trash and debris, and also the grounds shall be mowed to prevent unsightly accumulation of weeds and other vegetation. Upon failure of the TOWN to comply with the provisions of this section, the BOARD shall give written notice to the TOWN of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of five (5) days of receipt, the TOWN has not commenced to complete the clearing and/or mowing of said area, the BOARD shall have the right to enter upon the premises, remove trash and debris from the area,

and/or mow the area and charge the TOWN the cost to the BOARD for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (30) days after receipt by the TOWN.

Notwithstanding any of the provisions of the foregoing paragraph, the parties further agree that the TOWN, in addition to the above, will clean up the premises after each and every event it sponsors, and the BOARD will be responsible to clean up after each and every event it sponsors.

11. The BOARD shall be allowed to use the recreational facilities during the school day when school is in operation and at other times when school activities are scheduled. It is intended that the town recreation department and the school work together coordinating a schedule of activities on the leased area to the maximum benefit of the community and its citizens.

12. The upkeep and maintenance of all areas herein leased, including but not limited to any buildings constructed, parking areas and recreational areas, to the TOWN shall be borne by the TOWN and the TOWN agrees at all times to keep the areas herein leased and the equipment placed on said areas properly maintained.

13. a) The TOWN agrees to relieve the BOARD from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the TOWN in failing to supply proper supervision of the areas herein leased while so used by the TOWN, and the TOWN further agrees to hold BOARD harmless, indemnify and free from all responsibility as a result of any negligence of the TOWN in failing to properly maintain the facilities and equipment on the leased areas.

The BOARD agrees to relieve the TOWN from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the BOARD in failing to supply proper supervision of the areas herein leased while so used by the BOARD.

It is further agreed and understood between the parties hereto that neither party to this agreement waives any of its immunity in these premises as may be given to either party by law.

b) The TOWN shall require any sublessee to maintain One Million Dollars (\$1,000,000) of general liability insurance throughout the term of this agreement. Said insurance will name The School Board of Broward County, Florida as an Additional Insured for any and all liability arising from the negligence of the sublessee's employees or agents. School Board shall be given thirty (30) days written notice of any cancellation or modification of any such policy.

c) In addition to the insurance as detailed in item b above, any construction projects undertaken on the subleased area the TOWN shall require contractor to furnish a surety bond which guarantees the completion of any construction project undertaken on the subleased area and the

performance of the work necessary to complete the project as well as full payment of all suppliers, materialmen, labors or subcontractors employed to provide services to complete the project. Town agrees to deliver a copy of the surety bond to the SCHOOL BOARD fifteen (15) days prior to the commencement of construction.

14. At the expiration of this lease (40 years), in the event the same is not canceled by the BOARD or the TOWN prior thereto, all permanent facilities, such as buildings, parking areas, permanent recreation facilities, etc., shall become the property of the BOARD and the TOWN shall have the right to remove all moveable (nonpermanent) facilities, and to further provide that the facility of any subtenant shall be treated under Section 9 with respect to reimbursement of real property.

15. If either party institutes suit or other proceeding against the other party to enforce or seek damages with respect to a default under this Lease Agreement, the prevailing party shall be entitled to recover all damages provided by law or under this Lease Agreement, including all costs and reasonable attorney's fees (including appeal). This Lease Agreement shall be governed by the laws of the State of Florida; venue shall be Broward County, Florida.

16. When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To School Board: Superintendent of Schools
Broward County School Board
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a copy to: Edward J. Marko, Esq.
School Board Attorney
Broward County School Board
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To Town of Davie City Manager
6591 SW 45th Street
Davie, Florida 33314

With a copy to: Barry S. Weber, Esq.
Town Attorney
4430 SW 64th Avenue
Davie, Florida 33314

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by the proper officials and under their corporate seals this 2 day of February, 1999.

Signed, sealed and delivered in the presence of: The School Board of Broward County, Florida

Eileen Ruth McNaught By: [Signature]
Carol Wexler, Chairperson
Don J. Clark Attest: [Signature]
Secretary

(SEAL)

Approved as to form:

[Signature]
Edward J. Marko, School Board Attorney

Signed, sealed and delivered in the presence of:

The TOWN of DAVIE, Florida

Sheila Preston By: [Signature]
Mayor
[Signature] Attest: [Signature]
Town Clerk

(SEAL)

Approved as to form:

[Signature]
Town Attorney

EXHIBIT "A"
To
Lease Agreement
between
The School Board of Broward County, Florida
and
Town of Davie

PROPERTY DESCRIPTION: (Refer also to attached Boundary Survey)

The West 593.85 feet of Tract 38, of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO.1 OF SECTION 11, TOWNSHIP 50 SOUTH, RANGE 40 EAST, recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida.

Said lands situate, lying and being in the Town of Davie, Broward County, Florida.

Containing 196,003 square feet or 4.4996 acres.

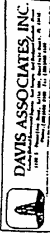
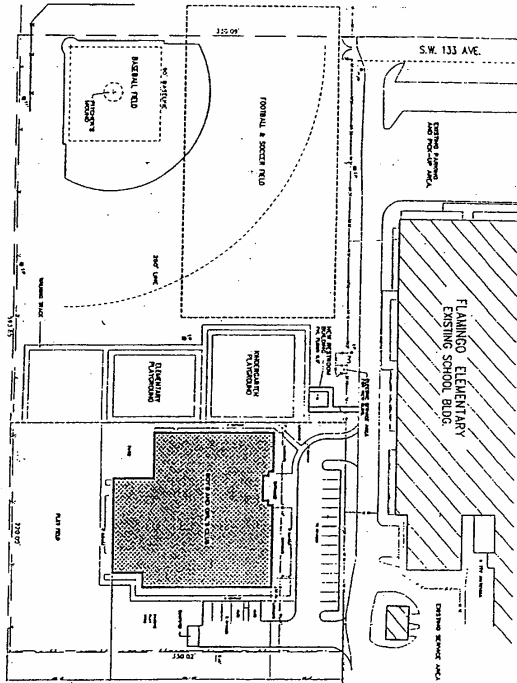
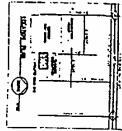


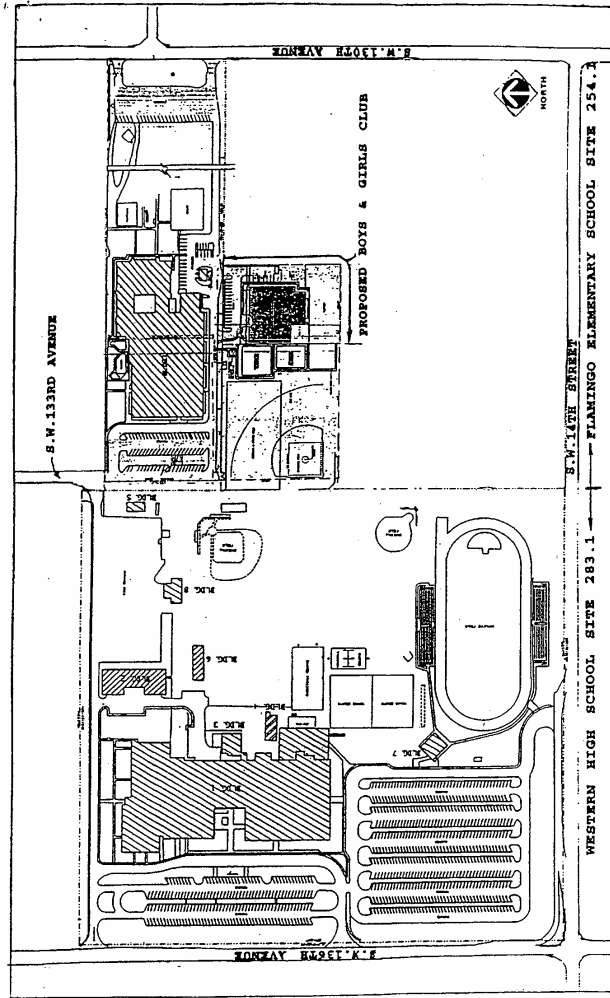
EXHIBIT "B"
To
Lease Agreement
between
The School Board of Broward County, Florida
and
Town of Davie

The East 220.00 Feet of the Property described in Exhibit "A" may be subleased by the Town to a tax-exempt organization in accordance with Article 5 of this Agreement, such portion of the land containing 72,701 square feet or 1.6690 acres.



PROPOSED CONCEPTUAL SITE PLAN

	BOYS AND GIRLS CLUBS OF BROWARD COUNTY Florence A. DeGeorge Unit TOWN OF DAVIE BROWARD COUNTY, FLORIDA	PREPARED BY: H&B ASSOCIATES, INC. 1111 S.W. 133rd Ave., Suite 100 Davie, FL 33317 (954) 944-1111 FAX (954) 944-1112 E-MAIL: h&b@h&bassoc.com WWW: www.h&bassoc.com
	PROJECT NO.: DATE:	SHEET NO.: TOTAL SHEETS:
	SCALE:	DRAWN BY:
	CHECKED BY:	APPROVED BY:



LOCATION SKETCH

Exhibit "B"

EXHIBIT "B"
To
Lease Agreement
between
The School Board of Broward County, Florida
and
Town of Davie

The East 220.00 Feet of the Property described in Exhibit "A" may be subleased by the Town to a tax-exempt organization in accordance with Article 5 of this Agreement, such portion of the land containing 72,701 square feet or 1.6690 acres.

SUBLEASE AGREEMENT

This Sublease Agreement made and entered into this 3rd day of March 1999, by and between the TOWN OF DAVIE, a Florida municipal corporation (hereinafter referred to as "Town") and THE BOYS CLUB OF BROWARD COUNTY, INC. d/b/a THE BOYS AND GIRLS CLUB OF BROWARD COUNTY, organized as a not-for-profit corporation under the laws of the State of Florida, a Florida corporation (hereinafter referred to as "Provider").

WITNESSETH:

WHEREAS, the Town has entered into a forty (40) year lease agreement with the School Board of Broward County, Florida, relating to the lease by the Town of certain real property located in Davie, Florida, as more particularly described in the Lease Agreement attached hereto as Exhibit "A" (the "Lease"); and

WHEREAS, the Lease specifically allows for a sublease by the Town of certain designated areas within the leased property to the Boys & Girls Club of Broward County, which is a tax exempt organization under 501(c) of the Internal Revenue Code; and

WHEREAS, the Provider is agreeable to taking all necessary actions to design, construct and equip an approximate 20,000 square foot Boys and Girls Club facility on the subleased lands, said lands being more particularly described in Exhibit "B" attached hereto (the "Subleased Area"); and

WHEREAS, the Town is desirous of utilizing the services to be provided by the Provider as Provider of community, cultural, educational, and recreational facilities and services; and

WHEREAS, the Town and Provider believe that such an arrangement in the form of this Sublease Agreement will be of mutual benefit to all parties and will fulfill a great need in the Flamingo Elementary School area of the Town and that

cooperation between the parties hereto will result in great public benefit to the citizens of the Town and will serve a valid public purpose.

NOW, THEREFORE, for and in consideration of the promises and benefits flowing through each party, the parties hereto do mutually agree as follows:

1. Findings. The above recitals are true and correct and are incorporated herein.

2. Sublease to Provider. The Town does hereby sublease to the Provider a portion of the leased properties under the Lease, as more particularly described on Exhibit "B" attached hereto, designated "Lease Area". Unless extended or terminated in accordance with the provisions hereof, the term of this Sublease is forty (40) years from the date of the execution of the Lease, said Lease being executed on the 2nd day of February, 1999. The Subleased Area is sublet at a yearly rental of one dollar (\$1.00) per year payable to the Town upon execution of this Sublease and thereafter on the 2nd day of February of each year of the Sublease Agreement. It is specifically understood and agreed that by mutual agreement of the parties hereto, the term of this Sublease may be shortened or extended, subject to the provisions of Sections 5 and 6, as set forth below.

3. Purpose of Sublease. The Subleased Area is to be used strictly for educational, cultural, and recreational purposes as a Boys and Girls Club facility to be operated and maintained by the Provider. It is acknowledged by the parties that during the term of this Sublease, the Subleased Area shall be under the sole and exclusive custody and control of the Provider and the programs of the Provider shall always take priority in determining the use of the Subleased Area. The Provider will, however, cooperate with the Town's Parks and Recreation Department in providing for mutually beneficial programs for the Town's residents at the Subleased Area.

4. Cooperation with School Board. Provider acknowledges that the Subleased Area is presently leased to the Town by the School Board and agrees that use of said Subleased Area by the Provider shall be limited and restricted so as not to conflict in any way with the use by the Board of the adjacent areas in accordance with the terms of the Lease Agreement attached hereto as Exhibit "A". Provider further agrees not to take any actions which would constitute a breach of the Lease or would cause the Town to breach the terms of the Lease. All actions of the Provider shall be consistent with the Town's obligations under the Lease.

5. Breach or Default by Provider, Opportunity to Cure.

Town agrees:

(a) That should the Provider breach this Sublease Agreement or be in default of its terms, then prior to the Town claiming any right to relief as a result of said breach or default, Town shall give written notice to the Provider of a specific breach or default, and, thereafter, the Provider shall have thirty (30) days within which to cure the breach or default or such additional time to cure as may be approved by the Town Council, which extensions will not be unreasonably withheld so long as Provider is making a good faith effort to cure such defect and breach;

(b) In the event Provider is unable to cure any such breach or default after the cure period, including any extensions thereof, then the Town shall have the right to terminate this Sublease Agreement upon thirty (30) days written notice to the Provider and upon such termination, Provider shall vacate the Subleased Area and the buildings, improvements and equipment thereon shall automatically revert back to the Town subject only to the terms of the Lease Agreement between the Town and the School Board. In addition, the Town may, at its sole option, forthwith cancel and terminate this Sublease and it may enter the

Subleased Area and improvements thereon as the agent of the Provider, by force or otherwise, without being liable in any way therefor, and re-let the premises with or without any furniture that may be therein, as the agent of the Provider, at such price and upon such terms and for such duration of time as the Town may determine, and receive the rent therefor or the Town, at its option can use the Subleased Area and improvements thereon for any other valid public purpose as the Town Council may determine. In the event of any such termination of the Sublease Agreement, the Town shall have no obligation or responsibility to reimburse Provider for any financial loss and Provider absolves and holds harmless the Town from any such obligation, responsibility or liability with respect to same; provided however, that at the time the Sublease is terminated or expires, Provider shall have the right to remove all equipment and furnishings exclusively owned by the Provider.

6. Expiration of Sublease. At the expiration of the term of this Sublease Agreement, unless such term is extended by the parties pursuant to a written amendment hereto and a written amendment extending the Lease, approved by the School Board, Provider will voluntarily and peacefully yield up to the Town the Subleased Area and all buildings, improvements, machinery, equipment, appurtenances and appliances placed or installed on the Subleased Area and the same shall automatically revert to the Town, subject only to the terms of the Lease Agreement; provided, however, that at the time the Sublease is terminated or expires, Provider shall have the right to remove all equipment and furnishings exclusively owned by the Provider. In the event the Town receives payment for the building improvements on the Subleased Area, then the payment shall be divided between the Town and the Provider in the same proportion as each contributed to the cost of construction of the building.

7. Prohibition on Subletting and Assignment by Provider. Provider shall

not have the right to sublet all or any part of the Subleased Area or the facilities thereon, or to assign all or any part of the Subleased Area or the facilities thereon, without the express consent of the Town Council.

8. **Taxes and Utilities.** Provider hereby agrees to be responsible for and shall timely pay for all utilities and all applicable taxes in a timely manner in connection with its use of the Subleased Area throughout the term of this Sublease. The parties recognize that the Subleased Area is exempt from property taxes in accordance with Florida law and Town and Provider shall make all necessary filings to maintain such exemptions. Provider shall maintain such property tax exemptions by continuing to use the Subleased Area to serve a "valid public purpose" within the meaning of Chapter 196, Florida Statutes.

9. **Provider's Acceptance of Subleased Area; Provider's Obligation to Construct Project and to Repair and Maintain Same.** The Provider hereby accepts the Subleased Area and any improvements currently thereon in their "as is" condition at the beginning of this Sublease. Town makes no representations or warranties to Provider as to the condition of the Subleased Area or as to their habitability or fitness for a particular use or purpose and Provider assumes all risk with respect to same. Provider agrees to maintain the Subleased Area in a safe and sanitary and clean condition throughout the term of this Sublease. Provider agrees to improve the Subleased Area and to construct thereon a Boys and Girls Club facility of approximately 20,000 square feet in size. Provider agrees to make said improvements in accordance with applicable Town codes and to meet all applicable permit and inspection requirements. Provider will put forth every effort in good faith to make the necessary improvements to the Subleased Area in order to have the Project open to the public on an expedited basis but in no event later than 12 months from the issuance date by the Town of the valid building permit for the

Project, unless such time period is extended by the Town Council. Any and all construction related activity shall be required to utilize S.W. 130th Avenue for access to the Subleased Area. Any and all contractors utilized by the Provider shall be required to have all its employees, subcontractors or agents who will be entering onto the School Board property as a result of this Sublease to wear, while on School Board property, a photo identification badge issued by the School Board in accordance with School Board standardized operating procedures. Provider shall fully comply with the provisions of paragraph 7(a) of the Lease. Failure of Provider to meet its obligations under this Section 9 shall constitute a material default of this Sublease.

Provider agrees to keep the Subleased Area and grounds and facilities thereon clean, sanitary and free from trash and debris, and also the grounds shall be neatly landscaped and mowed to prevent unsightly accumulation of weeds and other vegetation.

10. Liability Insurance. The Provider shall maintain tenant's liability and property and fire insurance covering the Subleased Area and its improvements at least in the amount of the replacement value of the building and improvements of the Subleased Area. The Provider shall also maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00). Said insurance policies shall name the Town and the School Board of Broward County, Florida, as additional insureds and the annual premiums shall be paid for by Provider in a timely manner. Certificates of insurance shall be forwarded to the Town's Risk Manager and to the School Board. Provider shall be obligated to maintain such insurance coverages at all times throughout the term of this Sublease. Provider shall not allow said policies to lapse during the term of this Sublease. The Town and the School Board shall be given thirty (30) days written notice of any cancellation or

modification of such policies. Failure of Provider to maintain such insurance policies shall constitute a material default of this Sublease.

11. **Surety Bonds.** In addition to the insurance as detailed in paragraph 10 above, with respect to any construction projects undertaken on the Subleased Area, the Provider shall require the contractor to furnish a surety bond which guarantees the completion of any construction project undertaken on the Subleased Area and the performance of the work necessary to complete the project as well as for payment of all suppliers, materialmen, laborers or subcontractors employed to provide services to complete the project. Provider agrees to deliver a copy of the surety bond to the Town no later than thirty (30) days prior to the commencement of construction.

12. **Personal Property.** All personal property placed, moved or displayed in the Subleased Area shall be at the risk of the Provider and the respective owner thereof, and the Town shall not be responsible or liable for any damage to said personal property, arising from an Act of God or from the bursting or leaking of water pipes, or from any act of negligence of Provider or invitee or occupants of the Subleased Area or of any other person whomsoever, or because of any act of theft or vandalism by third parties.

13. **Prohibited Use of Subleased Area.** The Provider hereby further covenants and agrees with the Town that the Subleased Area, the Project and any other improvements thereon, shall be used only for the proper, legitimate and lawful purposes as set forth in Section 3 hereof, and that the Provider will not use or cause to be used or permit any person or party to use in any manner whatsoever, the Subleased Area, the Project or any other improvement thereon or any portion thereof, for any use or purpose in contravention of Section 3 hereof, or in contravention of the laws, ordinances or regulations of the United States or the

State of Florida, or the Town of Davie or any other lawful authority having jurisdiction thereover.

14. Town's Right to Inspect Premises. The Town, acting through the Town Administrator or his designee, shall have the right to enter the Subleased Area and improvements thereon during all reasonable hours, to examine the same and to make such reports to the Town Council and Provider on the condition of the Subleased Area and to require Provider to make such repairs, or alterations as may be deemed necessary in order to ensure the public's safety and preservation thereof.

15. No Waiver of Rights. The rights of the Town under this Sublease Agreement shall be cumulative, and failure on the part of the Town to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the Town's rights.

16. Notice. It is understood and agreed between the parties hereto that written notice addressed to Provider's President or Executive Director mailed by certified mail, return receipt requested, or hand-delivered to the Provider at 4901 N. Federal Highway, Ft. Lauderdale, Florida 33308, shall constitute sufficient notice to the Provider and written notice mailed by certified mail, return receipt requested, or hand-delivered to the Office of the Town Administrator, 6591 Orange Drive, Davie, Florida 33314, with a copy to the Office of the Town Attorney, 6591 Orange Drive, Davie, Florida 33314, shall constitute sufficient notice to the Town, to comply with the terms of this Sublease Agreement.

17. Legal Fees of Prevailing Party. In the event it shall be necessary for either of the parties to bring legal action for collection in a Court of Law or otherwise retain legal counsel to enforce this Sublease Agreement or any provision hereof or any rights established hereunder, including, but not limited to the enforcement of Provider's obligations hereunder, right to occupancy and possession and to enforce

the Provider's obligation to vacate upon termination or default, then the prevailing party in any such action shall be entitled to reimbursement from the non-prevailing party of their reasonable attorney's fees and court costs incurred in connection therewith.

18. Compliance with Applicable Laws. The Provider shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their departments and bureaus applicable to the Subleased Area and any improvements thereon, except as otherwise limited herein. Provider shall also be and remain in compliance with all rules, regulations and ordinances of the Town of Davie and any other governmental entity or agency established for protection against or prevention of fires.

19. Indemnity and Hold Harmless. The Provider shall indemnify, save harmless and defend the Town, its officers, employees and agents from and against all claims, suits, actions, damages or causes of action arising during the term of this Sublease Agreement for any personal injury, loss of life or damage to property sustained by reason or as a result of the use of the Subleased Area and improvements thereon for which this Sublease Agreement is entered into or its agents, employees, invitees, and all other persons, and from and against any orders, judgments or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in this Sublease shall be deemed to affect or waive the rights, privileges and immunities of the Town, or the Provider, as are set forth in Florida Statutes, including Section 768.28.

20. Water Damage. It is expressly agreed and understood by and between the parties to this Agreement, that the Town shall not be liable for any damage or

injury by water, which may be sustained by the Provider or any other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of the Provider or its agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the Subleased Area and buildings and improvements thereon.

21. Abandonment of Premises. If the Provider shall abandon or vacate the Subleased Area before the end of the term of this Sublease, or shall be in default without curing same for more than 30 days after notice of such default, unless said cure period is extended by the Town, then the Town may, at its sole option, forthwith cancel and terminate this Sublease or it may enter the Subleased Area and improvements thereon as the agent of the Provider, by force or otherwise, without being liable in any way therefor, and re-let the premises with or without any furniture that may be therein, as the agent of the Provider, at such price and upon such terms and for such duration of time as the Town may determine, and receive the rent therefor or the Town, at its option can use the Subleased Area and improvements for any other valid public purpose as the Town Council may determine.

22. Successors and Assigns. This Sublease shall bind the Town and its assigns or successors, and the Provider and its administrators, legal representatives, or successors, if any, as the case may be.

23. Entire Agreement. This Sublease Agreement, together with the Exhibits hereto, shall constitute the entire agreement between the parties.


24. Florida Law Governs. This Sublease Agreement shall be enforced and interpreted under the laws of the State of Florida. Venue for all legal actions shall be in Broward County. Both parties waive their rights to a jury trial.

25. Captions/Counterparts. The captions contained in this Sublease Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof. This

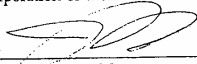
Sublease may be executed in one or more counterparts, each of which when executed by a party hereto shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Sublease Agreement on the day and year first above written.

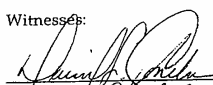
Attest:

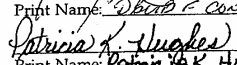

Gail Reinfield, Town Clerk

TOWN OF DAVIE, a municipal corporation of the State of Florida

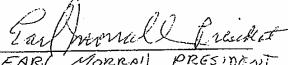
By 
Harry Venis, Mayor

Witnesses:

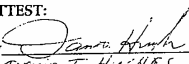

Print Name: David F. Conner


Print Name: Patricia K. Hughes

BOYS CLUB OF BROWARD COUNTY, INC. d/b/a The Boys and Girls Club of Broward County

x By 
EARL MORRILL PRESIDENT
(Print Name & Title)

ATTEST:

By 
DAVID T. HUGHES, EXCL. DM
(Print Name & Title)